



IMPORTANT NOTE: The contract packet released on September 6, 2024, has experienced a few technical edits as outlined in this packet.

Due to the additional edits, we have pushed the effective date back to October 15, 2024.

Contract Changes – Effective October 15, 2024

NOTE: These contracts are **not to be used before October 15, 2024!**

Old versions to be discontinued – Effective October 15, 2024

Revised

Form #2043* (Special Sale Contract) *(pp 2-16)*

Form #2047* (Listing Contract) *(pp 17-33)*

Form #2048** (Residential Rental Listing Contract) *(pp 34-49)*

Form #2089* (Amendment to Sale Contract) *(pp 50-52)*

Form #2090* (Residential Sale Contract) *(pp 53-71)*

Form #2124 (Buyer Non-Exclusive Agency Contract) *(pp 72-83)*

Form #2125 (Buyer's Exclusive Agency Contract) *(pp 84-96)*

Form #2127 (Buyer's Exclusive Transaction Brokerage Contract) *(pp 97-109)*

Form #2128 (Buyer's Non-Exclusive Transaction Brokerage Contract) *(pp 110-122)*

Form #2169* (Transaction Brokerage Listing Contract – Exclusive Right to Sell) *(pp 123-140)*

New

Form #2109 (Broker Compensation Rider) *(pp 141-143)*

Retired

Form #2108 (Cooperative Compensation Disclosure)

* These contracts have received additional revisions since 9/6/24.

** This contract was not part of the 9/6/24 packet but has undergone some revision.

(Note: Those Contracts without an asterisk have received no additional revision since the 9/6/24 packet.)

9/19/24

Not for use before 10/15/24

43 ~~Total purchase price~~The balance, including any adjustments set forth in this contract, less, any amount of Seller financing or of
44 Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing, by cashier's check, wire transfer
45 or any form acceptable to ~~Closing~~ closing agent.

46 **4. METHOD OF FINANCING.**

47 ~~Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and~~
48 ~~Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be~~
49 ~~necessary for the Buyer to request Seller to agree to an extension of the Closing Date.~~

- 50 **Not Contingent Upon Financing.** This contract is not contingent upon financing; however, Buyer reserves the right to finance
51 any portion of the purchase price.
- 52 **Contingent Upon Financing.** Buyer agrees to do all things necessary, including, but not limited to the execution of a loan
53 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to
54 otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided
55 by Buyer's lender, to Seller or ~~listing broker~~ Listing Broker, of Buyer's inability to obtain a loan approval on the terms
56 described below on or before _____ (or 30 days after the "Acceptance Deadline" date if none
57 stated) (the Loan Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract
58 shall thereafter not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then
59 Buyer may directly notify Seller or ~~listing broker~~ Listing Broker (on or before the Loan Contingency Date) by providing a
60 notarized affidavit that Buyer has complied with all of the terms of this paragraph and that despite request, Buyer was unable to
61 obtain such written notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided written
62 notice to Seller or ~~listing broker~~ Listing Broker of Buyer's inability to obtain the loan approval, then this contract shall be
63 terminated with earnest money to be returned to Buyer, subject to paragraph 12.

64 **Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this**
65 **contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this**
66 **contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should**
67 **complete and attach to this contract an appropriate appraisal rider.**

68 Loan amount: _____ % of the purchase price **OR** \$ _____
69 Initial interest rate not to exceed: _____ %. Amortization term: _____ years.
70 Other terms (none if blank): _____
71 LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____
72 RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

73 **5. CLOSING AND POSSESSION.**

74 **Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title**
75 **company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company,**
76 **then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are**
77 **not protected by the title insurance underwriter.**

78 The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when
79 funds are received by Seller or Seller's title company. The Closing of this sale shall take place on
80 _____ or any other date that both parties agree in writing. Buyer will close at
81 _____, the title company which provides title insurance. Regardless of who closes
82 for Buyer, Seller may close at the title company of choice. Title will pass when the sale is closed. Seller to deliver possession of
83 the property and keys to Buyer no later than (check one only): Closing **OR** _____ m (time) of _____
84 (date) **but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates**
85 **this possession. Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete**
86 **the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will
87 be vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession and delivered to
88 Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted,
89 as it was on the date of this contract. Buyers should change locks and codes following possession. Buyer and Seller authorize title
90 company and/or Closing agent to release to broker(s) signed copies of the Closing statements. **Note: Parties are cautioned to**
91 **always call to confirm instructions before sending any funds via wire transfer.**

92 **6. TITLE AND SURVEY.**

93 Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following:
94 a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer
95 in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or
96 encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and
97 other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists
98 for residential purposes at the time of the contract.

99 **Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase**
100 **Title").**

- 101 **□ Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any**
102 **Seller paid costs in Paragraph 43.**
103 Not later than _____ days (5 days if none stated) after the “Acceptance Deadline” date, Seller will order a commitment
104 for title insurance to be provided to the Buyer for both an Owner’s policy of title insurance and for a lender’s policy of title
105 insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected
106 in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the ~~selling~~**Selling**
107 **Broker** and ~~listing broker~~**Listing Broker**. Seller shall pay for the title insurance (including title premium and title service
108 charges), at Closing, at a cost not to exceed \$ _____. Buyer to pay title cost exceeding this amount.
- 109 **□ Buyer to Order, Provide and Purchase Title.**
110 Buyer may, at Buyer’s option and expense, order a title examination and commitment to issue an Owner’s and/or lender’s policy
111 of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

112 **Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review**
113 **documents, and, if necessary, object to defects that may be discovered.**

114 Buyer may, at Buyer’s option and expense, order a Boundary Survey and Improvement Location (“stake survey”) or a Surveyor’s
115 Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or
116 acreage discrepancies, or other matters that would be disclosed on a survey.

117 **Note: A “stake survey” is generally required in order to obtain full survey coverage in an Owner’s policy of title insurance.**
118 **A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or**
119 **acreage discrepancies.**

120 If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on
121 this contingency, Buyer shall within _____ days (25 days if none stated) after the “Acceptance Deadline” date, furnish
122 a copy of the document evidencing the defect to Seller or ~~listing broker~~**Listing Broker** stating, in writing, any title or survey defects
123 that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential
124 purposes at the time of the contract. Failure by Seller or ~~listing broker~~**Listing Broker** to receive such objections to title or survey
125 within such time will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an
126 Owner’s title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title
127 or survey defects, Seller has five (5) days from receipt of Buyer’s notice of objection by Seller or ~~listing broker~~**Listing Broker**, to
128 agree in writing to correct the defects prior to Closing at Seller’s expense. If Seller does not so agree, this contract is terminated
129 unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey “as is”. If the contract is terminated in
130 accordance with the provisions of this paragraph, Buyer’s earnest money is to be returned, subject to paragraph 12 and Seller agrees
131 to reimburse Buyer’s cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects
132 that arise between the date of the contract acceptance and Closing.

133 **Note: Easements, subdivision indentures, and government regulations may affect Buyer’s intended use of the property.**
134 **Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property**
135 **(for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be**
136 **affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an**
137 **offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys,**
138 **indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.**

139 **7. FRANCHISE DISCLOSURE.**

140 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

141 **8. ADJUSTMENTS AND CLOSING COSTS.**

142 Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current
143 FHA and VA regulations) as follows:

144 **Buyer shall pay for (where applicable):**

- 145 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 146 • ~~survey~~ and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by
147 • Buyer, subject to paragraph ~~86~~;
- 148 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees,
149 funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 150 • building, termite, and environmental inspections;
- 151 • the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier’s current charges;
- 152 • real estate compensation to broker per separate written agreement;
- 153 • municipal occupancy permit; and
- 154 • agreed upon repairs.

155 **Seller shall pay for (where applicable):**

- 156 • existing loans on property (if not assumed by Buyer);
- 157 • any expenses of Buyer’s loan agreed to in paragraph 3;
- 158 • title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by

159 Seller, subject to paragraph 86;

- 160 • special taxes and special assessments levied before Closing; and
- 161 • real estate compensation to broker per separate written agreement and/or the applicable terms in this Contract; ~~Seller authorizes~~
- 162 ~~selling portion of commission to be paid directly to selling broker;~~ and
- 163 • agreed upon repairs.

164 **Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date**

165 **of Closing (Seller to pay for last day):**

- 166 • current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over
- 167 thirty (30) days to be collected by Seller and not adjusted;
- 168 • general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- 169 • district improvement assessments for current year; Buyer to pay thereafter;
- 170 • subdivision upkeep assessments and monthly condominium fee;
- 171 • interest (when Buyer assumes existing loan); and
- 172 • flat rate utility charges (including water, sewer, and trash).

173 **9. LOSS.**

174 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered

175 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or ~~selling broker~~Selling Broker in writing of the

176 damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior

177 to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled

178 Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not

179 to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or ~~selling broker~~Selling

180 Broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written

181 authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to

182 the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the

183 improvements plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b)

184 terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is

185 received by the Buyer or ~~selling broker~~Selling Broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give

186 written notification to Seller or ~~listing broker~~Listing Broker as to his election of (a) or (b) above within ten (10) days after the

187 Buyer or ~~selling broker~~Selling Broker's receipt of such information; and if not received by Buyer or ~~selling broker~~Selling Broker

188 more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option and by written notice to Seller or ~~listing~~

189 brokerListing Broker, extend the Closing date up to ten (10) days, during which time Buyer may make his election as to (a) or (b)

190 above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the contract is terminated in

191 accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12. Seller agrees

192 to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

193 **10. ASSIGNABILITY OF CONTRACT.**

194 This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of

195 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their

196 obligations under this contract.

197 **11. MISCELLANEOUS PROVISIONS.**

198 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central

199 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,

200 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed

201 in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and

202 there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified

203 or amended, in whole or in part, except in writing signed by all parties.

204 **12. EARNEST MONEY.**

205 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited

206 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by

207 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the

208 scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed,

209 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for

210 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a

211 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account

212 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine

213 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees

will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute, Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected Closing date.

Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in writing to be bound by the provisions of this contract before being named as the escrow agent.

13. REMEDIES.

If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided equally between ~~listing broker~~Listing Broker and ~~selling broker~~Selling Broker (if working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from liability upon Seller’s release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer’s notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement of sale. Buyer’s release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable attorney’s fee. This provision shall survive Closing and delivery of Seller’s deed to Buyer.

14. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).

Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C § 1445] and agrees to deliver a certificate at Closing to that effect which contains Seller’s tax ID number or Green Card.

15. CONSTRUCTION.

Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according to the context. When the term “~~listing broker~~Listing Broker” is used, it refers to one of the following: a) a broker working for the Seller under an agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term “~~selling broker~~Selling Broker” is used, it refers to one of the following: a) a broker working for the Buyer under a buyer’s agency agreement; b) a broker assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate. The term “broker” shall include the broker’s affiliated licensees (referred to as “salespeople”). Listing Broker and Selling Broker may be referred to collectively as “Broker” or “Brokers.” **With the exception of the term “banking days” as used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

16. FLOOD PLAIN.

Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a waiver by Buyer of this contingency.

17. ACCESS, FINAL WALK-THROUGH AND UTILITIES.

Upon reasonable advance notice to Seller or ~~listing broker~~Listing Broker, Seller agrees to provide access for appraiser(s) and other professionals as may be provided for in the contract or required by Buyer’s lender or insurer. Buyer and ~~selling broker~~Selling Broker may be present. Seller grants Buyer and ~~selling broker~~Selling Broker the right to enter and walk-through the property and the right to have utilities turned on or transferred, at Buyer’s expense, within four (4) days prior to Closing. This right is for the Buyer to see that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract. The Closing does not relieve Seller of his obligation to complete improvements and repairs required by this contract.

18. SPECIAL AGREEMENTS.

Special agreements and Riders between Buyer and Seller forming a part of this contract: _____

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270 Special Sale Inspection Rider (Form #2184) Short Sale Rider to the Sale Contract (Form #2176)

271 Other # _____ Other # _____

272 ~~Broker Compensation Rider (Form #2109)~~ ~~Cooperative Compensation Disclosure (Form #2108)~~

273 **19. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.**

274 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property, To the extent that
275 Broker provides or shares information about the property, the information comes from one or more other sources, is only an
276 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage
277 of property, and the available information about total square footage can vary depending upon the source, the measurement
278 standard that was used and the date of measurement. One source for total square footage is public information from the county
279 assessor's office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you
280 wish to have verifiable and accurate information about the total square footage of the property, you should retain a qualified
281 professional appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The
282 price per square foot for any property is a calculation based upon, among other things, total square footage, so price per square
283 foot also is only an approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish
284 to have verifiable and accurate information on lot size you should retain a licensed surveyor.

285 **20. SELLER'S DISCLOSURE STATEMENT. (Check one)**

- 286 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this
287 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
288 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- 289 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date.
290 Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that
291 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this
292 contingency shall be deemed as waived by Buyer.
- 293 No Seller's Disclosure Statement will be provided by Seller.
294 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this
295 contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is
296 discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab,
297 production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to
298 methamphetamine, Seller will attach a written explanation.

299 **Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.**

300 **21. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.**

301 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,
302 upon first contact, or immediately upon the occurrence of a change to the relationship.

303 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling**
304 **Licensee.**

305 **Licensee assisting Seller is a: (Check appropriate box)**

- 306 Seller's Agent: Licensee is acting on behalf of the Seller.
- 307 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 308 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 309 Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 310 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

311 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

312 _____ (insert name of licensee) is a real
313 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

- 314 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
- 315 an immediate family member of Seller Buyer Other Specify: _____

316 **Licensee assisting Buyer is a: (Check appropriate box)**

- 317 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 318 Seller's Agent: Licensee is acting on behalf of the Seller.

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- Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- Subagent of Seller: Licensee is acting on behalf of the Seller.

Licensee Personal Interest Disclosure: (Complete only if applicable)

_____ (insert name of licensee) is a real estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

- a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
- an immediate family member of Seller Buyer Other Specify: _____

Sources of compensation to Broker(s), including compensation commissions and/or other amounts/fees:

~~Buyer~~ Seller ~~_____~~ Buyer (with, if applicable, cooperative compensation disclosure)

~~Subject to any compensation that is being paid by Seller to Selling Broker, If cooperating compensation is being offered, Seller and Buyer agree to pay the compensation to the Listing Broker and Selling Broker Buyer Broker in such form and amounts as authorized in their respective representation agreements. If Seller has authorized the payment of compensation by Seller to Selling Broker, Seller agrees to pay the amount listed in the attached Broker Compensation Rider (Form #2109) and/or other compensation agreement Cooperative Compensation Disclosure (Form #2108). This amount of compensation paid by the Seller to the Selling Broker shall be credited to the compensation Buyer is obligated to pay Selling Broker. In no event shall Selling Broker collect more compensation than what Selling Broker agreed to receive in its representation agreement with Buyer.~~

Seller and Buyer agree that ~~their Brokers Listing Broker and Buyer Broker~~ are third-party beneficiaries under this contract.

342 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.
343 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
344 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
345 Transaction Act as adopted by the state of Missouri.

346 _____
347 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**
348 **Broker's Firm State License ID#:** _____ **Broker's Firm State License ID#:** _____
349 **By (Signature):** _____ **By (Signature):** _____
350 **Printed Name:** _____ **Printed Name:** _____
351 **Licensee State License ID#:** _____ **Licensee State License ID#:** _____
352 **Date:** _____ **MLS ID:** _____ **Date:** _____ **MLS ID:** _____
353 **OFFER to be accepted by Seller by:** _____ **m of** _____

354 _____
355 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**
356 _____
357 **Buyer Printed Name** **Buyer Printed Name**

358 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

359 _____
360 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**
361 _____
362 **Seller Printed Name** **Seller Printed Name**

363 **OR** _____ **(initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**
364 **(use Form #2164 Sale Contract Counteroffer Form).**

365 **OR** _____ **(initials) WE REJECT THIS OFFER.**

366 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
367 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form # 2043 10/24

SPECIAL SALE CONTRACT

DATE: _____

Note: This contract does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It should normally be used only for the sale of property without provision for building, termite, environmental, gas, municipal, insurability, and other inspections. Regardless of whether Seller's Disclosure Form is to be provided, Seller is still obligated to comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and adverse material facts.

1. PARTIES AND PROPERTY.

_____, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated), _____, County of _____, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: _____.

2. INCLUSIONS AND EXCLUSIONS.

The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:
Note: To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

In addition, the following items are included: _____

The following items are excluded: _____

3. PURCHASE PRICE/CONCESSIONS/EARNEST MONEY

\$_____ is the total purchase price.
\$_____ AND _____% of purchase price (\$0 if none stated) shall be credited by Seller at Closing towards Buyer's closing costs, prepaids, points, Selling Broker compensation, and other fees allowed by lender.
\$_____ earnest money (\$0 if none stated) (check one) received for delivery to **OR** to be delivered to _____ escrow agent within _____ days (5 days if none stated) after "Acceptance Deadline" date. Selling Broker to be escrow agent if none specified above.
\$_____ additional earnest money (\$0 if none stated) to be delivered to escrow agent within _____ days after the "Acceptance Deadline" date (15 days if none stated) or _____.

Buyer is requesting Seller to pay compensation to Selling Broker at Closing per the terms of the attached "Broker Compensation Rider" (Form #2109) and/or other compensation agreement. This is in addition to any credit at Closing listed above.

Total purchase price, including any adjustments set forth in this contract, less, any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing, by cashier's check, wire transfer or any form acceptable to closing agent.

4. METHOD OF FINANCING.

- Not Contingent Upon Financing.** This contract is not contingent upon financing; however, Buyer reserves the right to finance any portion of the purchase price.
- Contingent Upon Financing.** Buyer agrees to do all things necessary, including, but not limited to the execution of a loan application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller or Listing Broker, of Buyer's inability to obtain a loan approval on the terms described below on or before _____ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan

_____/_____/_____ Initials BUYER and SELLER acknowledge they have read this page _____/_____/_____
BUYER BUYER SELLER SELLER

Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly notify Seller or Listing Broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller or Listing Broker of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12.

Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should complete and attach to this contract an appropriate appraisal rider.

Loan amount: _____% of the purchase price **OR** \$ _____
Initial interest rate not to exceed: _____. Amortization term: _____ years
Other terms (none if blank): _____
LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____
RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

5. CLOSING AND POSSESSION.

Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company, then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are not protected by the title insurance underwriter.

The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when funds are received by Seller or Seller's title company. The Closing of this sale shall take place on _____ or any other date that both parties agree in writing. Buyer will close at _____, the title company which provides title insurance. Regardless of who closes for Buyer, Seller may close at the title company of choice. Title will pass when the sale is closed. Seller to deliver possession of the property and keys to Buyer no later than (check one only): Closing **OR** _____ m (time) of _____ (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession. **Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession. Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements. **Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.**

6. TITLE AND SURVEY.

Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following: a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists for residential purposes at the time of the contract.

Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase Title").

- Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any Seller paid costs in Paragraph 3.**
Not later than _____ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the Selling Broker and Listing Broker. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed \$ _____. Buyer to pay title cost exceeding this amount.
- Buyer to Order, Provide and Purchase Title.**
Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review documents, and, if necessary, object to defects that may be discovered.

Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other matters that would be disclosed on a survey.

Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance. A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.

If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this contingency, Buyer shall within _____ days (25 days if none stated) after the "Acceptance Deadline" date, furnish a copy of the document evidencing the defect to Seller or Listing Broker stating, in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or Listing Broker to receive such objections to title or survey within such time will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or Listing Broker, to agree in writing to correct the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance and Closing.

Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property. Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.

7. FRANCHISE DISCLOSURE.

Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

8. ADJUSTMENTS AND CLOSING COSTS.

Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current FHA and VA regulations) as follows:

Buyer shall pay for (where applicable):

- hazard insurance premium(s) and flood insurance premium, if required by lender;
- survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by Buyer, subject to paragraph 6;
- any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees, funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- building, termite, and environmental inspections;
- the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- real estate compensation to broker per separate written agreement;
- municipal occupancy permit; and
- agreed upon repairs.

Seller shall pay for (where applicable):

- existing loans on property (if not assumed by Buyer);
- any expenses of Buyer's loan agreed to in paragraph 3;
- title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by Seller, subject to paragraph 6;
- special taxes and special assessments levied before Closing; and
- real estate compensation to broker per separate written agreement and/or the applicable terms in this Contract; and
- agreed upon repairs.

Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of Closing (Seller to pay for last day):

- current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
- general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- district improvement assessments for current year; Buyer to pay thereafter;
- subdivision upkeep assessments and monthly condominium fee;
- interest (when Buyer assumes existing loan); and
- flat rate utility charges (including water, sewer, and trash).

158 **9. LOSS.**
159 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered
160 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or Selling Broker in writing of the damage or
161 destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing,
162 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing,
163 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be
164 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or Selling Broker with a copy
165 of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for
166 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance
167 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive
168 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract,
169 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer
170 or Selling Broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or
171 Listing Broker as to his election of (a) or (b) above within ten (10) days after the Buyer or Selling Broker's receipt of such
172 information; and if not received by Buyer or Selling Broker more than ten (10) days prior to the scheduled Closing date, Buyer
173 may, at Buyer's option and by written notice to Seller or Listing Broker, extend the Closing date up to ten (10) days, during which
174 time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate
175 the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be
176 returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

177 **10. ASSIGNABILITY OF CONTRACT.**
178 This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of
179 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
180 obligations under this contract.

181 **11. MISCELLANEOUS PROVISIONS.**
182 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central
183 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,
184 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed
185 in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and
186 there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified
187 or amended, in whole or in part, except in writing signed by all parties.

188 **12. EARNEST MONEY.**
189 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
190 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by
191 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
192 scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed,
193 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for
194 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
195 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account
196 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine
197 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees
198 will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable
199 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,
200 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,
201 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing
202 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial
203 projected Closing date.
204 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which**
205 **apply to earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent**
206 **agree in writing to be bound by the provisions of this contract before being named as the escrow agent.**

207 **13. REMEDIES.**
208 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party
209 in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the
210 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as
211 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law
212 or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will

213 be reimbursed, and balance to go one-half to Seller, and one-half divided equally between Listing Broker and Selling Broker (if
214 working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from
215 liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in
216 Buyer's notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement
217 of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation
218 between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including
219 reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

220 **14. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**

221 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C § 1445]
222 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

223 **15. CONSTRUCTION.**

224 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according
225 to the context. When the term "Listing Broker" is used, it refers to one of the following: a) a broker working for the Seller under
226 an agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term
227 "Selling Broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b)
228 a broker assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is
229 appropriate. The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). Listing Broker and
230 Selling Broker may be referred to collectively as "Broker" or "Brokers." **With the exception of the term "banking days" as
231 used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

232 **16. FLOOD PLAIN.**

233 Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to
234 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer
235 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a
236 waiver by Buyer of this contingency.

237 **17. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**

238 Upon reasonable advance notice to Seller or Listing Broker, Seller agrees to provide access for appraiser(s) and other professionals
239 as may be provided for in the contract or required by Buyer's lender or insurer. Buyer and Selling Broker may be present. Seller
240 grants Buyer and Selling Broker the right to enter and walk-through the property and the right to have utilities turned on or
241 transferred, at Buyer's expense, within four (4) days prior to Closing. This right is for the Buyer to see that the property is in the
242 same condition, ordinary wear and tear excepted, as it was on the date of this contract. The Closing does not relieve Seller of his
243 obligation to complete improvements and repairs required by this contract.

244 **18. SPECIAL AGREEMENTS.**

245 Special agreements and Riders between Buyer and Seller forming a part of this contract: _____
246 _____
247 _____
248 _____
249 _____
250 _____
251 _____

- 252 Special Sale Inspection Rider (Form #2184) Short Sale Rider to the Sale Contract (Form #2176)
253 Other # _____ Other # _____
254 Broker Compensation Rider (Form #2109)

255 **19. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.**

256 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property, To the extent that
257 Broker provides or shares information about the property, the information comes from one or more other sources, is only an
258 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage
259 of property, and the available information about total square footage can vary depending upon the source, the measurement
260 standard that was used and the date of measurement. One source for total square footage is public information from the county
261 assessor's office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you
262 wish to have verifiable and accurate information about the total square footage of the property, you should retain a qualified
263 professional appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The

264 price per square foot for any property is a calculation based upon, among other things, total square footage, so price per square
265 foot also is only an approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish
266 to have verifiable and accurate information on lot size you should retain a licensed surveyor.

267 **20. SELLER'S DISCLOSURE STATEMENT. (Check one)**

- 268 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this
269 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
270 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
271 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date.
272 Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that
273 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this
274 contingency shall be deemed as waived by Buyer.
275 No Seller's Disclosure Statement will be provided by Seller.
276 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this
277 contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is
278 discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab,
279 production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to
280 methamphetamine, Seller will attach a written explanation.

281 **Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.**

282 **21. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.**

283 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,
284 upon first contact, or immediately upon the occurrence of a change to the relationship.

285 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling**
286 **Licensee.**

287 **Licensee assisting Seller is a: (Check appropriate box)**

- 288 Seller's Agent: Licensee is acting on behalf of the Seller.
289 Buyer's Agent: Licensee is acting on behalf of the Buyer.
290 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
291 Designated Agent: Licensee has been designated to act on behalf of the Seller.
292 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

293 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

294 _____ (insert name of licensee) is a real
295 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

- 296 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
297 an immediate family member of Seller Buyer Other Specify: _____

298 **Licensee assisting Buyer is a: (Check appropriate box)**

- 299 Buyer's Agent: Licensee is acting on behalf of the Buyer.
300 Seller's Agent: Licensee is acting on behalf of the Seller.
301 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
302 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
303 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
304 Subagent of Seller: Licensee is acting on behalf of the Seller.

305 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

306 _____ (insert name of licensee) is a real estate
307 broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

- 308 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
309 an immediate family member of Seller Buyer Other Specify: _____

310 **Sources of compensation to Broker(s), including compensation and/or other amounts:**

- 311 Seller Buyer

312 If Seller has authorized the payment of compensation by Seller to Selling Broker, Seller agrees to pay the amount listed in the
313 attached Broker Compensation Rider (Form #2109) and/or other compensation agreement. The amount of compensation paid by
314 the Seller to the Selling Broker shall be credited to the compensation Buyer is obligated to pay Selling Broker. In no event shall
315 Selling Broker collect more compensation than what Selling Broker agreed to receive in its representation agreement with Buyer.

316 Seller and Buyer agree that their Brokers are third-party beneficiaries under this contract.

317 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.
318 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
319 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
320 Transaction Act as adopted by the state of Missouri.

321 _____
322 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**
323 **Broker's Firm State License ID#:** _____ **Broker's Firm State License ID#:** _____
324 **By (Signature):** _____ **By (Signature):** _____
325 **Printed Name:** _____ **Printed Name:** _____
326 **Licensee State License ID#:** _____ **Licensee State License ID#:** _____
327 **Date:** _____ **MLS ID:** _____ **Date:** _____ **MLS ID:** _____
328 **OFFER to be accepted by Seller by:** _____ **m of** _____

329 _____
330 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**
331 _____
332 **Buyer Printed Name** **Buyer Printed Name**

333 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

334 _____
335 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**
336 _____
337 **Seller Printed Name** **Seller Printed Name**

338 **OR** _____ **(initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**
339 **(use Form #2164 Sale Contract Counteroffer Form).**

340 **OR** _____ **(initials) WE REJECT THIS OFFER.**

341 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
342 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form # 2047 107/24

LISTING CONTRACT (Limited Agency)
(EXCLUSIVE RIGHT TO SELL)

1 _____, the owner of record (hereinafter referred to
2 as "Owner") in the municipality of _____ (if incorporated), County of _____,
3 Missouri, known as and numbered _____

4 _____ (legal description to govern), hereby appoints
5 Listing Brokerage _____ (hereinafter referred to as "Broker")
6 as sole and exclusive agent with the exclusive right to market and sell or exchange this property upon the below terms and conditions.
7 The term Broker shall refer to the listing brokerage and any affiliated licensees throughout this agreement. Owner represents that they
8 have the legal right to make an absolute sale of this property.

9 **TERM**

10 This Contract begins on the Effective Date and ends at 11:59 p.m. on _____, together with any written extension
11 thereof ("Expiration Date"). The "Effective Date" shall be the date of final acceptance thereof, as indicated by the date adjacent to the
12 signature of the last party to sign this Contract or (specify if otherwise) _____.

13 **LISTING PRICE**

14 The listing price for this property shall be \$ _____ ("Listing Price").

15 **COMPENSATION FOR SERVICES.**

16 **Note: The amount of compensation is not set by law. Compensation is set by each broker and is negotiable, subject to individual**
17 **broker policy.**

18 If, during the Term of this Listing Contract, Broker presents an offer to purchase the property from a ready, willing, and able buyer at
19 the Listing Price, or if Owner enters into a contract or receives an offer that results in a contract for the sale or exchange of the property
20 at any price and upon any terms to which Owner consents, Owner shall be obligated to pay compensation as follows:

21 **Listing Broker Compensation:** _____ (%) of the purchase price (~~\$0 if none stated~~), ~~OR~~ \$ _____ as a flat
22 ~~amount/fee (\$0 if none stated)~~, ~~OR~~ **AND** Other:
23 (describe) _____
24 _____ (N/A if left blank(s))
25 ~~are not filled in~~).

26 **Unrepresented Buyer.** In the event buyer is not represented by a broker, Listing Broker Compensation (check one)

- 27 shall remain the same as the amount listed under Listing Broker Compensation **OR**
28 shall be modified as follows _____ % of the sales price, ~~or~~ **AND** \$ _____.

29 **Additional Listing Broker Compensation.** Owner agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated).
30 This additional compensation (check one) Shall ~~it~~ **OR** Shall Not ~~it~~ be credited against any other compensation owed by Owner
31 to Broker and shall be due and payable to Broker on (if applicable, check one):

- 32 the Effective Date of this Listing Contract, regardless of whether or not a ready, willing, and able buyer is procured, and which
33 shall be deemed earned upon receipt.
34 only if and on the same date that the other compensation above provided for is payable.

35 The compensation amount shall be determined by the total purchase or exchange price without reduction for any other charges (i.e.,
36 closing adjustments, points, liens, mortgages, compensation, etc.). Owner agrees that such compensation shall be paid if the property is
37 sold, exchanged, or otherwise transferred by Owner within _____ days (~~0~~ days if left blank) following the Term of this
38 Contract or any extensions thereof ("Protection Period") to anyone to whom the property was presented during the Term of this Contract,
39 provided Owner has received by the Expiration Date written notice of the names of said prospects, or the names of Broker and affiliated
40 licensees representing such prospects. No compensation is owed if Owner enters into a bona fide listing agreement with another licensed
41 real estate broker and Owner pays that broker compensation on that transaction.

42 Unless otherwise stated, all compensation owed under this agreement is to be paid at closing, which in the case of a sale on contract for
43 deed shall be at the time buyer and Owner execute the initial contract or agreement for deed. Owner authorizes escrow agent to pay the
44 Cooperating Broker compensation directly to Cooperating Broker at closing.

45 **Cooperating Broker Assisting Buyer.** Owner acknowledges that Broker is authorized to cooperate with ~~and, if authorized by Owner,~~
46 ~~compensate~~ other brokers and any affiliated licensees in Broker's firm acting pursuant to any other brokerage relationship as defined by
47 339.710 to 339.860 RSMo, including but not limited to buyer's agents, subagents, and/or transaction brokers ("~~Cooperating~~
48 ~~Broker/Buyer's Selling Broker~~"). ~~In addition to the Listing Broker Compensation listed above, Owner acknowledges Bbuyer may request~~
49 ~~Owner to compensate some or all of Buyer's Selling Broker compensation. Owner has no obligation to pay Buyer's Selling Broker's~~
50 ~~compensation. Buyer's Selling Broker's compensation is negotiable and will be determined by a ratified sale contract between~~
51 ~~Owner and Bbuyer.~~ Owner acknowledges that a ~~Buyer's Selling Broker~~ may represent the interest of buyers only. (Check one):

- 52 ~~Owner authorizes Selling Broker to disclose and market Owner's willingness to compensate Buyer's Selling Broker.~~
53 ~~Owner does not authorize Selling Broker to disclose and market Owner's willingness to compensate Buyer's Selling Broker~~

54 ~~Owner authorizes escrow agent to pay the Buyer's Selling Broker compensation directly to Buyer's Selling Broker at closing.~~

55 ~~, and may pay a part of the above Broker Compensation to a Cooperating Broker, subject to Owner's approval up to and including~~
56 ~~the amount listed below, Owner authorizes Broker to offer to pay the Cooperating Broker, who brings the buyer as follows (insert~~



2047 Listing Agency
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57 ~~compensation amounts~~ below [0 if none stated] to indicate that such cooperation is authorized by Owner.:

58 _____ % of purchase price ~~OR~~ \$ _____ to buyer's agents (limited agents representing prospective buyers)

59 _____ % of purchase price ~~OR~~ \$ _____ to transaction brokers (neutral licensees representing neither party)

60 _____ % of purchase price ~~OR~~ \$ _____ to subagents (limited agents representing Owner)

61

62 ~~If compensation agreed upon between Broker and Cooperating Broker is less than the amount stated herein, the difference (check one)~~
63 ~~Will OR Will Not be reduced from Broker Compensation. If the Cooperating Broker compensation agreed upon between buyer~~
64 ~~and Owner is more than the amount stated herein, Owner agrees that the terms authorized in the Cooperating Compensation Disclosure~~
65 ~~(Form #2108), will prevail.~~

66 **Note:** Owner acknowledges that sale contract ~~offer/offers(s) and compensation commission~~ agreement(s) may contain terms to
67 compensate the ~~Bb~~roker assisting the ~~B~~buyer, which may differ from the amounts detailed above. Owner understands the
68 provisions of this section and agrees that the election(s) made in this section ~~is/are~~ made solely by ~~the~~ Owner.

69 **Owner Concessions**

70 ~~Owner concessions is a payment from Owner towards Bbuyer's charges and closing costs (e.g., loan origination fees, discount points,~~
71 ~~buy-down or subsidy fees, prepaids, Buyer's Selling bBroker's fees or other charges, as allowed by lender(s).~~

- 72 ~~Owner authorizes Broker to disclose and market Owner's willingness to consider concessions.~~
73 ~~Owner does not authorize Broker to disclose and market Owner's willingness to consider concessions.~~

74 **Unrepresented Buyer.** In the event buyer is not represented by a broker, Broker Compensation (check one)

75 shall remain the same as the amount listed under Broker Compensation ~~OR~~

76 shall be modified as follows _____ % of the sales price, or \$ _____.

77 **Additional Compensation.** Owner agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
78 compensation (check one) ~~Shall OR Shall Not~~ be credited against any other compensation owed by Owner to Broker and shall
79 be due and payable to Broker on (if applicable, check one):

80 the Effective Date of this Listing Contract, regardless of whether or not a ready, willing, and able buyer is procured and which shall
81 be deemed earned upon receipt.

82 only if and on the same date that the other compensation above provided for is payable.

83 ~~The compensation amount shall be determined by the total purchase or exchange price without reduction for any other charges (i.e.,~~
84 ~~closing adjustments, points, liens, mortgages, compensation, etc.). Owner agrees that such compensation shall be paid if the property is~~
85 ~~sold, exchanged, or otherwise transferred by Owner within _____ days (0 days if left blank) following the Term of this~~
86 ~~Contract or any extensions thereof ("Protection Period") to anyone to whom the property was presented during the Term of this Contract,~~
87 ~~provided Owner has received by the Expiration Date written notice of the names of said prospects, or the names of Broker and affiliated~~

88 ~~licensees representing such prospects. No compensation is owed if Owner enters into a bona fide listing agreement with another licensed~~
89 ~~real estate broker and Owner pays that broker compensation on that transaction.~~

90 ~~Unless otherwise stated, all compensation owed under this agreement is to be paid at closing, which in the case of a sale on contract for~~
91 ~~deed shall be at the time buyer and Owner execute the initial contract or agreement for deed. Owner authorizes escrow agent to pay the~~
92 ~~Cooperating Broker compensation directly to Cooperating Broker at closing.~~

93 **DUAL AGENCY**

94 Does Owner consent to Broker acting as a dual agent? (check one)

95 Yes No Not Applicable because dual agency is not allowed by Broker's company policy. See Dual Agent Duties and
96 Obligations.

97 **SELLER LIMITED AGENCY AS STARTING POINT**

98 Pursuant to this Listing Contract, Broker will initially be acting in the capacity of Owner's limited agent, with the duties and obligations
99 of a seller's limited agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that
100 from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to that buyer,
101 depending on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may
102 permit or require a conversion of Broker's brokerage relationship with Owner to a different brokerage relationship. Any conversion to
103 a different brokerage relationship shall only be made upon Owner's written consent, as required by rule or regulation.

104 **DESIGNATED AGENCY**

105 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents,
106 is appointed as Owner's Designated Agent. In the event
107 the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed to
108 represent Owner without further notice: (If a Designated Agent is appointed, the Designated Broker must sign this agreement.)
109 _____
110 _____

111 **PREVIOUS REPRESENTATION**

112 Owner understands that Broker may have previously represented a buyer who is interested in the property. During that representation,
113 Broker may have learned material information about the buyer that is considered confidential. Under the law, Broker may not disclose
114 any such confidential information to Owner.

115 **BUYERS REPRESENTATIVE**

116 Owner acknowledges that prospective buyers may elect to employ the services of a designated broker as their own agent. Owner also
117 acknowledges that from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to
118 that buyer, depending on what brokerage relationships are permitted by Broker's company policy.

119 **HOME WARRANTY**

120 Owner acknowledges the availability of home warranty protection plans and agrees to (check one):

- 121 Offer a warranty plan
122 Not offer a warranty plan
123 Consider a warranty plan at a later date

124 **DISCLOSURE AUTHORIZATIONS**

125 Offers. Owner Does OR Does Not (check one) permit Broker to disclose the existence of offers on the property.
126 Terms. Owner Does OR Does Not (check one) permit Broker to disclose the terms of offers on the property; provided, however,
127 that Broker is permitted to disclose such terms as may be required by the MLS, applicable brokerage laws, or Broker's policy.

128 **BROKER ROLE**

129 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
130 engineering, or other specialized topics. Broker strongly encourages contacting the appropriate professional if questions or concerns
131 exist.

132 **PROPERTY ACCESS AND KEY BOX SYSTEM**

133 Owner Does OR Does Not (check one) permit Broker to place a key box on the property.
134 If authorized above, Owner permits Broker to place a key box on the property, a locked container that holds a key(s) to the property and
135 enables access to the property at reasonable times to facilitate the showing and sale or exchange of the property. In its sole discretion,
136 Broker may grant unaccompanied access to its affiliated licensees and other Subscribers of the St. Louis Area Regional Key Box System
137 ("System"). Owner shall, without limitation, indemnify and hold harmless Broker and Subscribers, the key box manufacturer, and the
138 key box distributor/service center against and from any actions, suits, costs, expenses, damages, and liabilities, including attorney's fees

139 arising out of, connected with or resulting from the use of a key box. Owner shall not, however, indemnify, or hold System Subscribers
140 harmless for claims arising out of the intentional or negligent acts of the Subscribers.

141 **Note: Subscribers to the St. Louis Area Regional Key Box System could include but are not limited to Broker and their affiliated**
142 **licensees, appraisers, inspectors, lenders, surveyors, home stagers, etc. ("Subscribers")**

143 **SPECIAL AGREEMENTS.** *(none if left blank)*

144 _____
145 _____
146 _____
147 _____
148 _____

149 **OWNER RESPONSIBILITY TO DISCLOSE**

150 Owner represents that, except as noted on the Seller's Disclosure Statement or otherwise in writing:

- 151 1) Owner knows of no actual or proposed special subdivision or condominium assessments.
- 152 2) Owner knows of no structural or other material defects or material facts that adversely affect the value of the property.
- 153 3) All of the property's mechanical elements and the appliances sold herewith are in proper working condition or will be restored to
154 proper working condition as of the date of closing. This representation shall not be construed to be a warranty of condition but
155 shall constitute the Owner's opinion.
- 156 4) Owner will fully and promptly disclose in writing any new or material information pertaining to the property that is discovered at
157 any time prior to closing.

158 **OWNER AGREES**

- 159 1) To cooperate with Broker to facilitate the showing, marketing, and sale of the property.
- 160 2) Not to lease the property during this listing without Broker's prior written approval.
- 161 3) To refer to the Broker any offer or inquiry regarding the property which may be received by the Owner during the Term of this
162 Contract.
- 163 4) To leave all utilities on through the day of closing in order to facilitate showings, inspections, and the buyer's final walk-through
164 of the property unless otherwise agreed to or disclosed in writing.
- 165 5) To remove or secure and (if Owner desires) insure all property and valuables (including but not limited to firearms, money,
166 medicine, and jewelry) to assume the risk for any vandalism, theft, or damage of any kind.
- 167 6) To maintain the property in good repair through the date of closing.
- 168 7) To allow Broker to assist prospective buyers authorized by Broker to have access to the property at all reasonable times to show
169 the property to such prospects.
- 170 8) To promptly furnish the Broker with a copy of any available survey report.
- 171 9) To advise Broker if there is a likelihood that Owner's net sale proceeds will be insufficient to pay off at closing, all loans secured
172 by the property plus liens and closing costs. If Owner is unable to bring additional monies to closing to pay off the remaining loan
173 balances in order to close, Form #2175 (Short Sale Supplement to the Listing Contract) shall be attached.
- 174 10) To fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time
175 prior to closing.

176 **OWNER AUTHORIZES BROKER AND THEIR AFFILIATED LICENSEES TO**

- 177 1) Use all reasonable and recognized professional practices including, but not limited to, association and cooperation with other brokers
178 provided that such association and cooperation is subject to the other provisions in this form and is not limited or conditioned to the
179 retaining of or payment by Owner to a broker, and the right to submit the property to any Multiple Listing Service, the Internet, and
180 any other medium, and provide timely notice of status changes and to provide sales data information, including the final sale price,
181 to the MLS and its members;
- 182 2) Use the undersigned Owner's name and property information for advertising and in trade papers in connection with this transaction;
- 183 3) Place a suitable sign on the property, if allowed by law;
- 184 4) Obtain, at Owner's expense, any documentation or certification that may be required in order to comply with any applicable statutes
185 or local ordinances; and,
- 186 5) Initiate a title examination of the property on behalf of the Owner.

187 **OWNER ACKNOWLEDGES**

- 188 1) Having read the "Cooperating Broker Assisting Buyer" compensation authorization by owner section on page 1 of this form above,
189 that Owner understands the provisions of that section and agrees that the election(s) made in that section is/are made solely by the
190 Owner.
- 191 2) Having read the "Owner Concessions" section above, that Owner understands the provisions of that section and agrees that the
192 election made in that section is made solely by the Owner.
- 193 ~~1)~~
- 194 ~~2)3)~~ Having read the applicable "Duties and Obligations of Limited Agency".

9/19/24

Not for use before 10/15/24

Initials of Seller to acknowledge they have read this page 20 / _____

195 ~~3)4~~ Having read the applicable “Dual Agents Duties and Obligations”.
196 ~~4)5~~ That this agreement creates an agency relationship and, therefore, prohibits the Broker from acting as a transaction broker.
197 ~~5)6~~ That under Chapter 429 of the Missouri Revised Statutes, if Owner has contracted with anyone for the provision of work, labor, or
198 materials for the property, Owner may be required to post and record a “notice of intended sale” at least 45 days before the earliest
199 date on which the Owner intends to close, in order to assure that the Owner can deliver clear title at closing; if work labor or
200 materials have been provided, Owner should seek legal advice to comply with this law.

201 **PHOTOGRAPHS AND INTERNET ADVERTISING**

202 1. Owner agrees that Broker may photograph or otherwise electronically capture images of the exterior and, if authorized, interior of the
203 Property (“Images”) for static and/or virtual tours of the Property by buyers and others for use on Broker’s website, the MLS, and other
204 marketing materials and sites. Owner acknowledges that once Images are placed on the Internet, neither Broker nor Owner has control
205 over who can view such Images, what use viewers may make of the Images, or how long such Images may remain available on the
206 Internet. Owner further assigns any rights in all Images to the Broker and agrees that such Images are the property of Broker and that
207 Broker may use such Images for advertising, including post sale and for Broker’s business in the future.

208 **Owner Does OR Does Not** (check one) authorize interior images.

209 2. Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other
210 images of the property. Owner understands that Broker does not have the ability to control or block the taking and use of Images by any
211 such persons. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting
212 instruction in the MLS or take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic
213 display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make
214 of the Images.

215 **SURVEILLANCE/RECORDING**

216 Notice to Owner regarding recordings within the property

217 Owner has been advised to remove any items of a personal nature that Owner does not want to be photographed, recorded or transmitted
218 (including but not limited to family photos, paperwork and other personally identifiable information). Owner hereby releases and
219 indemnifies Broker and employees from any liability which may result from any recording or transmitting in the property.

220 In the event Owner has a recording system in the Owner’s property that records or transmits audio, Owner understands that recording
221 or transmitting the audio of prospective buyers may result in violation of state or federal wiretapping laws. Owner hereby releases and
222 indemnifies Broker, and employees from any liability which may result from any recording or transmitting in the property.

223 **SMART TECHNOLOGY PRIVACY CONCERNS**

224 If the property contains any smart technology, Owner should prioritize privacy and security by resetting and unlinking all devices,
225 including hubs, cameras, locks, and thermostats. Owner should also clear recorded data, change access codes, and uninstall associated
226 apps. Additionally, Owner should reset any Wi-Fi password (if applicable) to prevent lingering access. Owner should also delete
227 automation scenes and refer to user manuals for specific instructions to ensure a fresh start for new owners, safeguarding Owner’s
228 personal information and the security of the property. Owner hereby releases and indemnifies Broker, and employees from any liability
229 resulting from the existence or use of such systems before or after closing.

230 **NON-DISCRIMINATION**

231 The parties understand and agree that it is illegal for either of the parties to refuse to display or sell Owner’s property to any person on
232 the basis of race, color, religion, sex, disability, familial status, national origin, ancestry, sexual orientation, or gender identity. The
233 parties agree to comply with all applicable federal, state, and local fair housing laws.

234 **REMEDIES**

235 If Owner breaches this Listing Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
236 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
237 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
238 paragraph shall survive the expiration or any earlier expiration of this Listing Contract.

239 **INDEMNIFICATION**

240 Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable
241 attorney’s fees) arising from Seller’s breach of this Contract, from any incorrect information or misrepresentation supplied by Owner or
242 from any material facts, including latent defects, that are known to Owner that Owner fails to disclose.

243 **MODIFICATION OF THIS CONTRACT.**

244 No modification of any of the terms of this Contract shall be valid and binding upon the parties or entitled to enforcement unless such
245 modification has first been reduced to writing and signed by the parties.

246 **FRANCHISE DISCLOSURE.**
247 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

248 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**
249 Owner represents that Owner Is OR Is Not (*check one*) a “foreign person” as described in the Foreign Investment in Real Property
250 Tax Act (“FIRPTA”), 26 USC §1445. A “foreign person” is a nonresident alien individual or foreign corporation that has not made an
251 election to be treated as a domestic corporation, foreign partnership, trust, or estate. It does not include a US citizen or resident alien
252 individual. If Owner is a foreign person as defined in FIRPTA, then (among other things) mandatory withholding of funds from the sale
253 proceeds may be required. Due to the complexity and potential risks of FIRPTA, Owner should seek legal and tax advice regarding
254 compliance, particularly if an exception is claimed to apply or to be relied upon.

255 **BROKER DISCLOSURE FORM.**
256 Seller acknowledges receipt of the Broker Disclosure Form prescribed by the MREC (Missouri Real Estate Commission) by either a) on
257 or before the signing of the (this) Seller’s agency agreement, or b) upon the licensee obtaining any personal or financial information,
258 whichever occurs first.

259 **ELECTRONIC SIGNATURES.**
260 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
261 Act as adopted by the state of Missouri.

262 Owner and Broker agree that either party may acknowledge amendments to this Contract by email communications from one of the
263 following email addresses. Authorization is not granted if no email address is provided.

EDUCATION

264 (Signature Lines Appear on the Following Page)

265	_____		_____	
266	OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
267	_____		_____	
268	Owner Printed Name		Owner Printed Name	
269	_____		_____	
270	Owner Current Address		Owner Current Address	
271	_____		_____	
272	Owner City, State, Zip		Owner City, State, Zip	
273	_____		_____	
274	Owner Email Address		Owner Email Address	
275	_____		_____	
276	Owner Phone		Owner Phone	
277	_____		_____	
278	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
279			_____	
280			Authorized Agent Printed Name	
281			_____	
282			Authorized Agent Email	
283	_____		_____	
284	BROKER SIGNATURE	DATE	Broker Printed Name	
285	<i>(if required by company policy or the practice of Designated Agency)</i>			

EDUCATIONAL

286 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

287 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (as required by 339.730 RSMo).**

288 1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following
289 duties and obligations:

- 290 (1) To perform the terms of the written agreement made with the client;
291 (2) To exercise reasonable skill and care for the client;
292 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
293 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
294 additional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers
295 to lease the property while the property is subject to a lease or letter of intent to lease;
296 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a
297 contract for sale or lease or a letter of intent to lease;
298 (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee;
299 and
300 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of
301 which are beyond the expertise of the licensee;
302 (4) To account in a timely manner for all money and property received;
303 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations
304 promulgated pursuant to those sections; and
305 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil
306 rights statutes and regulations.

307 2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless
308 disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or
309 unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or
310 judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's
311 or landlord's agent for making any required or permitted disclosure.

312 3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose
313 to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent
314 owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no
315 duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

316 4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and
317 may list competing properties for sale or lease without breaching any duty or obligation to the client.

318 5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained
319 and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a
320 limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

321 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

322 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
323 minimum, the following services:

- 324 (1) Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or
325 customer's property or the property the client or customer seeks to purchase or lease;
326 (2) Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
327 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
328 and
329 (3) Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

330 **DUAL AGENTS DUTIES AND OBLIGATIONS (as required by 339.750 RSMo).**

331 1. A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a
332 written agreement pursuant to section 339.780.

333 2. A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the duties and
334 obligations required by sections 339.730 and 339.740 unless otherwise provided for in this section.

335 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the
336 licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined
337 in section 339.710.

338 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information
339 pertains:

- 340 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
- 341 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
- 342 (3) What the motivating factors are for any client buying, selling, or leasing the property;
- 343 (4) That a client will agree to financing terms other than those offered; and
- 344 (5) The terms of any prior offers or counter offers made by any party.

345 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
346 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to
347 defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional
348 committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual
349 agent does not terminate the dual agency relationship by making any required or permitted disclosure.

350 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual
351 agent or among persons within an entity engaged as a dual agent.

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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license by St. Louis REALTORS®

Form # 2047 10/24

LISTING CONTRACT (Limited Agency)
(EXCLUSIVE RIGHT TO SELL)

1 _____, the owner of record (hereinafter referred to
2 as "Owner") in the municipality of _____ (if incorporated), County of _____,
3 Missouri, known as and numbered _____
4 _____ (legal description to govern), hereby appoints
5 Listing Brokerage _____ (hereinafter referred to as "Broker")
6 as sole and exclusive agent with the exclusive right to market and sell or exchange this property upon the below terms and conditions.
7 The term Broker shall refer to the listing brokerage and any affiliated licensees throughout this agreement. Owner represents that they
8 have the legal right to make an absolute sale of this property.

9 **TERM**
10 This Contract begins on the Effective Date and ends at 11:59 p.m. on _____, together with any written extension
11 thereof ("Expiration Date"). The "Effective Date" shall be the date of final acceptance thereof, as indicated by the date adjacent to the
12 signature of the last party to sign this Contract or (specify if otherwise) _____.

13 **LISTING PRICE**
14 The listing price for this property shall be \$ _____ ("Listing Price").

15 **COMPENSATION FOR SERVICES.**
16 **Note: The amount of compensation is not set by law. Compensation is set by each broker and is negotiable, subject to individual**
17 **broker policy.**

18 If, during the Term of this Listing Contract, Broker presents an offer to purchase the property from a ready, willing, and able buyer at
19 the Listing Price, or if Owner enters into a contract or receives an offer that results in a contract for the sale or exchange of the property
20 at any price and upon any terms to which Owner consents, Owner shall be obligated to pay compensation as follows:

21 **Listing Broker Compensation:** _____ (%) of the purchase price (\$0 if none stated), \$ _____ as a flat amount (\$0 if
22 none stated), **AND** Other: (describe) _____
23 _____ (N/A if left blank).

24 **Unrepresented Buyer.** In the event buyer is not represented by a broker, Listing Broker Compensation (*check one*)

- 25 shall remain the same as the amount listed under Listing Broker Compensation **OR**
- 26 shall be modified as follows _____ % of the sales price, **AND** \$ _____.

27 **Additional Listing Broker Compensation.** Owner agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated).
28 This additional compensation (*check one*) **Shall** **OR** **Shall Not** be credited against any other compensation owed by Owner to
29 Broker and shall be due and payable to Broker on (*if applicable, check one*):

- 30 the Effective Date of this Listing Contract, regardless of whether or not a ready, willing, and able buyer is procured, and which shall
31 be deemed earned upon receipt.
- 32 only if and on the same date that the other compensation above provided for is payable.

33 The compensation amount shall be determined by the total purchase or exchange price without reduction for any other charges (i.e.,
34 closing adjustments, points, liens, mortgages, compensation, etc.). Owner agrees that such compensation shall be paid if the property is
35 sold, exchanged, or otherwise transferred by Owner within _____ days (*0 days if left blank*) following the Term of this
36 Contract or any extensions thereof ("Protection Period") to anyone to whom the property was presented during the Term of this Contract,
37 provided Owner has received by the Expiration Date written notice of the names of said prospects, or the names of Broker and affiliated
38 licensees representing such prospects. No compensation is owed if Owner enters into a bona fide listing agreement with another licensed
39 real estate broker and Owner pays that broker compensation on that transaction.

40 Unless otherwise stated, all compensation owed under this agreement is to be paid at closing, which in the case of a sale on contract for
41 deed shall be at the time buyer and Owner execute the initial contract or agreement for deed.

42 **Broker Assisting Buyer.** Owner acknowledges that Broker is authorized to cooperate with other brokers and any affiliated licensees in
43 Broker's firm acting pursuant to any other brokerage relationship as defined by 339.710 to 339.860 RSMo, including but not limited to
44 buyer's agents, subagents, and/or transaction brokers ("Selling Broker"). In addition to the Listing Broker Compensation listed above,
45 Owner acknowledges buyer may request Owner to compensate some or all of Selling Broker's compensation. **Owner has no obligation**
46 **to pay Selling Broker's compensation. Selling Broker's compensation is negotiable and will be determined by a ratified sale**
47 **contract between Owner and buyer.** Owner acknowledges that a Selling Broker may represent the interest of buyers only. (Check
48 one):

- 49 Owner authorizes Broker to disclose and market Owner's willingness to compensate Selling Broker.
50 Owner does not authorize Broker to disclose and market Owner's willingness to compensate Selling Broker

51 Owner authorizes escrow agent to pay the Selling Broker's compensation directly to Selling Broker at closing.

52 **Note: Owner acknowledges that sale contract offers and compensation agreement(s) may contain terms to compensate the**
53 **Selling Broker. Owner understands the provisions of this section and agrees that the election made in this section is made solely**
54 **by Owner.**

55 **Owner Concessions**

56 Owner concessions is a payment from Owner towards buyer's charges and closing costs (e.g., loan origination fees, discount points,
57 buy-down or subsidy fees, prepaids, Selling Broker's fees or other charges, as allowed by lender(s).

- 58 Owner authorizes Broker to disclose and market Owner's willingness to consider concessions.
59 Owner does not authorize Broker to disclose and market Owner's willingness to consider concessions.

60 **DUAL AGENCY**

61 Does Owner consent to Broker acting as a dual agent? (*check one*)

- 62 **Yes** **No** **Not Applicable** because dual agency is not allowed by Broker's company policy. See Dual Agent Duties and
63 Obligations.

64 **SELLER LIMITED AGENCY AS STARTING POINT**

65 Pursuant to this Listing Contract, Broker will initially be acting in the capacity of Owner's limited agent, with the duties and obligations
66 of a seller's limited agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that
67 from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to that buyer,
68 depending on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may
69 permit or require a conversion of Broker's brokerage relationship with Owner to a different brokerage relationship. Any conversion to
70 a different brokerage relationship shall only be made upon Owner's written consent, as required by rule or regulation.

71 **DESIGNATED AGENCY**

72 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents,
73 _____ is appointed as Owner's Designated Agent. In the event
74 the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed to
75 represent Owner without further notice: (*If a Designated Agent is appointed, the Designated Broker must sign this agreement.*)
76 _____
77 _____

78 **PREVIOUS REPRESENTATION**

79 Owner understands that Broker may have previously represented a buyer who is interested in the property. During that representation,
80 Broker may have learned material information about the buyer that is considered confidential. Under the law, Broker may not disclose
81 any such confidential information to Owner.

82 **BUYERS REPRESENTATIVE**

83 Owner acknowledges that prospective buyers may elect to employ the services of a designated broker as their own agent. Owner also
84 acknowledges that from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to
85 that buyer, depending on what brokerage relationships are permitted by Broker's company policy.

86 **HOME WARRANTY**

87 Owner acknowledges the availability of home warranty protection plans and agrees to (*check one*):

- 88 Offer a warranty plan
89 Not offer a warranty plan
90 Consider a warranty plan at a later date

91 **DISCLOSURE AUTHORIZATIONS**

92 Offers. Owner Does OR Does Not (check one) permit Broker to disclose the existence of offers on the property.

93 Terms. Owner Does OR Does Not (check one) permit Broker to disclose the terms of offers on the property; provided, however,
94 that Broker is permitted to disclose such terms as may be required by the MLS, applicable brokerage laws, or Broker’s policy.

95 **BROKER ROLE**

96 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
97 engineering, or other specialized topics. Broker strongly encourages contacting the appropriate professional if questions or concerns
98 exist.

99 **PROPERTY ACCESS AND KEY BOX SYSTEM**

100 Owner Does OR Does Not (check one) permit Broker to place a key box on the property.

101 If authorized above, Owner permits Broker to place a key box on the property, a locked container that holds a key(s) to the property and
102 enables access to the property at reasonable times to facilitate the showing and sale or exchange of the property. In its sole discretion,
103 Broker may grant unaccompanied access to its affiliated licensees and other Subscribers of the St. Louis Area Regional Key Box System
104 (“System”). Owner shall, without limitation, indemnify and hold harmless Broker and Subscribers, the key box manufacturer, and the
105 key box distributor/service center against and from any actions, suits, costs, expenses, damages, and liabilities, including attorney’s fees
106 arising out of, connected with or resulting from the use of a key box. Owner shall not, however, indemnify, or hold System Subscribers
107 harmless for claims arising out of the intentional or negligent acts of the Subscribers.

108 **Note: Subscribers to the St. Louis Area Regional Key Box System could include but are not limited to Broker and their affiliated**
109 **licensees, appraisers, inspectors, lenders, surveyors, home stagers, etc. (“Subscribers”)**

110 **SPECIAL AGREEMENTS.** (none if left blank)

111 _____
112 _____
113 _____
114 _____
115 _____

116 **OWNER RESPONSIBILITY TO DISCLOSE**

117 Owner represents that, except as noted on the Seller’s Disclosure Statement or otherwise in writing:

- 118 1) Owner knows of no actual or proposed special subdivision or condominium assessments.
- 119 2) Owner knows of no structural or other material defects or material facts that adversely affect the value of the property.
- 120 3) All of the property's mechanical elements and the appliances sold herewith are in proper working condition or will be restored to
121 proper working condition as of the date of closing. This representation shall not be construed to be a warranty of condition but shall
122 constitute the Owner’s opinion.
- 123 4) Owner will fully and promptly disclose in writing any new or material information pertaining to the property that is discovered at
124 any time prior to closing.

125 **OWNER AGREES**

- 126 1) To cooperate with Broker to facilitate the showing, marketing, and sale of the property.
- 127 2) Not to lease the property during this listing without Broker’s prior written approval.
- 128 3) To refer to the Broker any offer or inquiry regarding the property which may be received by the Owner during the Term of this
129 Contract.
- 130 4) To leave all utilities on through the day of closing in order to facilitate showings, inspections, and the buyer’s final walk-through
131 of the property unless otherwise agreed to or disclosed in writing.
- 132 5) To remove or secure and (if Owner desires) insure all property and valuables (including but not limited to firearms, money,
133 medicine, and jewelry) to assume the risk for any vandalism, theft, or damage of any kind.
- 134 6) To maintain the property in good repair through the date of closing.
- 135 7) To allow Broker to assist prospective buyers authorized by Broker to have access to the property at all reasonable times to show
136 the property to such prospects.
- 137 8) To promptly furnish the Broker with a copy of any available survey report.
- 138 9) To advise Broker if there is a likelihood that Owner's net sale proceeds will be insufficient to pay off at closing, all loans secured
139 by the property plus liens and closing costs. If Owner is unable to bring additional monies to closing to pay off the remaining loan
140 balances in order to close, Form #2175 (Short Sale Supplement to the Listing Contract) shall be attached.
- 141 10) To fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time
142 prior to closing.

143 **OWNER AUTHORIZES BROKER AND THEIR AFFILIATED LICENSEES TO**

- 144 1) Use all reasonable and recognized professional practices including, but not limited to, association and cooperation with other brokers
145 provided that such association and cooperation is subject to the other provisions in this form and is not limited or conditioned to the

- 146 retaining of or payment by Owner to a broker, and the right to submit the property to any Multiple Listing Service, the Internet, and
147 any other medium, and provide timely notice of status changes and to provide sales data information, including the final sale price,
148 to the MLS and its members;
- 149 2) Use the undersigned Owner's name and property information for advertising and in trade papers in connection with this transaction;
 - 150 3) Place a suitable sign on the property, if allowed by law;
 - 151 4) Obtain, at Owner's expense, any documentation or certification that may be required in order to comply with any applicable statutes
152 or local ordinances; and,
 - 153 5) Initiate a title examination of the property on behalf of the Owner.

154 **OWNER ACKNOWLEDGES**

- 155 1) Having read the "Broker Assisting Buyer" section above, that Owner understands the provisions of that section and agrees that the
156 election made in that section is made solely by the Owner.
- 157 2) Having read the "Owner Concessions" section above, that Owner understands the provisions of that section and agrees that the
158 election made in that section is made solely by the Owner.
- 159 3) Having read the applicable "Duties and Obligations of Limited Agency".
- 160 4) Having read the applicable "Dual Agents Duties and Obligations".
- 161 5) That this agreement creates an agency relationship and, therefore, prohibits the Broker from acting as a transaction broker.
- 162 6) That under Chapter 429 of the Missouri Revised Statutes, if Owner has contracted with anyone for the provision of work, labor, or
163 materials for the property, Owner may be required to post and record a "notice of intended sale" at least 45 days before the earliest
164 date on which the Owner intends to close, in order to assure that the Owner can deliver clear title at closing; if work labor or
165 materials have been provided, Owner should seek legal advice to comply with this law.

166 **PHOTOGRAPHS AND INTERNET ADVERTISING**

167 1. Owner agrees that Broker may photograph or otherwise electronically capture images of the exterior and, if authorized, interior of the
168 Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other
169 marketing materials and sites. Owner acknowledges that once Images are placed on the Internet, neither Broker nor Owner has control
170 over who can view such Images, what use viewers may make of the Images, or how long such Images may remain available on the
171 Internet. Owner further assigns any rights in all Images to the Broker and agrees that such Images are the property of Broker and that
172 Broker may use such Images for advertising, including post sale and for Broker's business in the future.

173 **Owner Does OR Does Not (check one) authorize interior images.**

174 2. Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other
175 images of the property. Owner understands that Broker does not have the ability to control or block the taking and use of Images by any
176 such persons. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting
177 instruction in the MLS or take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic
178 display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make
179 of the Images.

180 **SURVEILLANCE/RECORDING**

181 Notice to Owner regarding recordings within the property

182 Owner has been advised to remove any items of a personal nature that Owner does not want to be photographed, recorded or transmitted
183 (including but not limited to family photos, paperwork and other personally identifiable information). Owner hereby releases and
184 indemnifies Broker and employees from any liability which may result from any recording or transmitting in the property.

185 In the event Owner has a recording system in the Owner's property that records or transmits audio, Owner understands that recording
186 or transmitting the audio of prospective buyers may result in violation of state or federal wiretapping laws. Owner hereby releases and
187 indemnifies Broker, and employees from any liability which may result from any recording or transmitting in the property.

188 **SMART TECHNOLOGY PRIVACY CONCERNS**

189 If the property contains any smart technology, Owner should prioritize privacy and security by resetting and unlinking all devices,
190 including hubs, cameras, locks, and thermostats. Owner should also clear recorded data, change access codes, and uninstall associated
191 apps. Additionally, Owner should reset any Wi-Fi password (if applicable) to prevent lingering access. Owner should also delete
192 automation scenes and refer to user manuals for specific instructions to ensure a fresh start for new owners, safeguarding Owner's
193 personal information and the security of the property. Owner hereby releases and indemnifies Broker, and employees from any liability
194 resulting from the existence or use of such systems before or after closing.

195 **NON-DISCRIMINATION**

196 The parties understand and agree that it is illegal for either of the parties to refuse to display or sell Owner's property to any person on
197 the basis of race, color, religion, sex, disability, familial status, national origin, ancestry, sexual orientation, or gender identity. The
198 parties agree to comply with all applicable federal, state, and local fair housing laws.

199 **REMEDIES**
200 If Owner breaches this Listing Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
201 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
202 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
203 paragraph shall survive the expiration or any earlier expiration of this Listing Contract.

204 **INDEMNIFICATION**
205 Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable
206 attorney's fees) arising from Seller's breach of this Contract, from any incorrect information or misrepresentation supplied by Owner or
207 from any material facts, including latent defects, that are known to Owner that Owner fails to disclose.

208 **MODIFICATION OF THIS CONTRACT.**
209 No modification of any of the terms of this Contract shall be valid and binding upon the parties or entitled to enforcement unless such
210 modification has first been reduced to writing and signed by the parties.

211 **FRANCHISE DISCLOSURE.**
212 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

213 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**
214 Owner represents that Owner Is OR Is Not (check one) a "foreign person" as described in the Foreign Investment in Real Property
215 Tax Act ("FIRPTA"), 26 USC §1445. A "foreign person" is a nonresident alien individual or foreign corporation that has not made an
216 election to be treated as a domestic corporation, foreign partnership, trust, or estate. It does not include a US citizen or resident alien
217 individual. If Owner is a foreign person as defined in FIRPTA, then (among other things) mandatory withholding of funds from the sale
218 proceeds may be required. Due to the complexity and potential risks of FIRPTA, Owner should seek legal and tax advice regarding
219 compliance, particularly if an exception is claimed to apply or to be relied upon.

220 **BROKER DISCLOSURE FORM.**
221 Seller acknowledges receipt of the Broker Disclosure Form prescribed by the MREC (Missouri Real Estate Commission) by either a) on
222 or before the signing of the (this) Seller's agency agreement, or b) upon the licensee obtaining any personal or financial information,
223 whichever occurs first.

224 **ELECTRONIC SIGNATURES.**
225 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
226 Act as adopted by the state of Missouri.

227 Owner and Broker agree that either party may acknowledge amendments to this Contract by email communications from one of the
228 following email addresses. Authorization is not granted if no email address is provided.

229 (Signature Lines Appear on the Following Page)

9/19/24

Not for use before 10/15/24

Initials of Seller to acknowledge they have read this page 30 / _____

230	_____		_____	
231	OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
232	_____		_____	
233	Owner Printed Name		Owner Printed Name	
234	_____		_____	
235	Owner Current Address		Owner Current Address	
236	_____		_____	
237	Owner City, State, Zip		Owner City, State, Zip	
238	_____		_____	
239	Owner Email Address		Owner Email Address	
240	_____		_____	
241	Owner Phone		Owner Phone	
242	_____		_____	
243	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
244			_____	
245			Authorized Agent Printed Name	
246			_____	
247			Authorized Agent Email	
248	_____		_____	
249	BROKER SIGNATURE	DATE	Broker Printed Name	
250	<i>(if required by company policy or the practice of Designated Agency)</i>			

EDUCATION

251 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

252 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (as required by 339.730 RSMo).**

253 1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties
254 and obligations:

- 255 (1) To perform the terms of the written agreement made with the client;
256 (2) To exercise reasonable skill and care for the client;
257 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
258 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
259 additional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers
260 to lease the property while the property is subject to a lease or letter of intent to lease;
261 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a
262 contract for sale or lease or a letter of intent to lease;
263 (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee;
264 and
265 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of
266 which are beyond the expertise of the licensee;
267 (4) To account in a timely manner for all money and property received;
268 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations
269 promulgated pursuant to those sections; and
270 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil
271 rights statutes and regulations.

272 2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is
273 required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure
274 is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or
275 before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making
276 any required or permitted disclosure.

277 3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any
278 customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes
279 no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty
280 to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

281 4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list
282 competing properties for sale or lease without breaching any duty or obligation to the client.

283 5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and
284 compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with
285 the obligations and responsibilities set forth in subsections 1 to 4 of this section.

286 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

287 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
288 minimum, the following services:

- 289 (1) Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or
290 customer's property or the property the client or customer seeks to purchase or lease;
291 (2) Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
292 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
293 and
294 (3) Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

295 **DUAL AGENTS DUTIES AND OBLIGATIONS (as required by 339.750 RSMo).**

296 1. A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a written
297 agreement pursuant to section 339.780.

298 2. A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the duties and obligations
299 required by sections 339.730 and 339.740 unless otherwise provided for in this section.

- 300 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the licensee
301 gains from the other client if the information is material to the transaction unless it is confidential information as defined in section
302 339.710.
- 303 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:
304 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
305 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
306 (3) What the motivating factors are for any client buying, selling, or leasing the property;
307 (4) That a client will agree to financing terms other than those offered; and
308 (5) The terms of any prior offers or counter offers made by any party.
- 309 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
310 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
311 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
312 professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted
313 disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
- 314 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual agent or
315 among persons within an entity engaged as a dual agent.

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form # 2048 0710/24

RESIDENTIAL RENTAL LISTING CONTRACT (EXCLUSIVE RIGHT TO LEASE)

1 _____, (hereinafter referred to as "Owner") in the
2 municipality of _____ (if incorporated), County of _____, Missouri, known as and
3 numbered _____
4 _____ (legal description to govern), hereby appoints
5 _____ (hereinafter referred to as "Broker") as sole and exclusive agent with
6 the exclusive right to market and lease this property upon the below terms and conditions. The term Broker shall refer to the leasing
7 Brokerage and any affiliated licensee throughout this agreement. Owner represents that they have the legal right to lease this property.

8 TERM

9 This Contract begins on the Effective Date and ends at 11:59 p.m. on _____, together with any written extension
10 thereof ("Expiration Date") for the purpose of finding a tenant upon the following rental terms: *(check one)*
11 **Month-to-month:** \$ _____ per month with _____ months rent paid in advance and \$ _____
12 security deposit. Additional deposit of \$ _____ for _____.
13 **Lease:** Term of _____ month(s) year(s) with rent payable in monthly installments of \$ _____, with
14 _____ months in advance and \$ _____ security deposit. The "Effective Date" shall be the date of final
15 acceptance thereof, as indicated by the date adjacent to the signature of the last party to sign this Contract or (specify if otherwise)
16 _____.

17 COMPENSATION FOR SERVICES

18 **Note: The amount of compensation is not set by law. Compensation is set by each Broker and is negotiable, subject to individual**
19 **Broker policy.**

20 **Broker Compensation:** If Broker produces a qualified prospect ready, willing, and able to lease the property at the rental rate on the
21 terms stated herein or later agreed upon, the Owner agrees to pay Broker \$ _____ if leased month-to-month, and (\$ _____)
22 **OR** (__ %) of the total rent provided in the lease, if leased for a term.

23 **Cooperating Broker.** Owner acknowledges that Broker is authorized to cooperate with and, if authorized by Owner, compensate other
24 Brokers and any affiliated licensee acting pursuant to any other Brokerage relationship as defined by 339.710 to 339.860 RSMo,
25 including but not limited to tenant's agents, subagents, and/or transaction Brokers ("Cooperating Broker"), **and may pay a part of the**
26 **above Broker Compensation to a Cooperating Broker**, subject to Owner's approval up to and including the amount listed below,
27 Owner authorizes Broker to offer to pay the Cooperating Broker, who brings the tenant as follows *(insert compensation amounts below*
28 *[0 if none stated] to indicate that such cooperation is authorized by Owner.):*

- 29 _____ % of lease price **OR** \$ _____ to tenant's agents (limited agents representing prospective tenants)
- 30 _____ % of lease price **OR** \$ _____ to transaction Brokers (neutral licensees representing neither party)
- 31 _____ % of lease price **OR** \$ _____ to subagents (limited agents representing Owner)

32 If compensation agreed upon between Broker and Cooperating Broker is less than the amount stated herein, the difference *(check one)*
33 **Will OR** **Will Not** be reduced from Broker Compensation. If the Cooperating Broker compensation agreed upon between buyer
34 and Owner is more than the amount stated herein, Owner agrees that the terms agreed to in the Commission Agreement (Form #2107)
35 ~~or the Cooperating Compensation Disclosure (Form #2108)~~ shall prevail.

36 **Additional Compensation.** Owner agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
37 compensation *(check one)* **Shall OR** **Shall not** be credited against any other compensation owed by Owner to Broker and shall
38 be due and payable to Broker on *(if applicable, check one):*

- 39 the Effective Date of this Lease Contract, regardless of whether or not a ready, willing, and able tenant is procured and which shall
40 be deemed earned upon receipt.
- 41 only if and on the same date that the other compensation above provided for is payable.

42 The total lease price shall be the total lease payments due to the Owner by the tenant during the term of the lease, without adjustments
43 for utilities, taxes, and other charges that may be imposed on the tenant. If Owner executes a lease with an option contract or a
44 lease/purchase contract as provided herein, the lease commission shall be due when the lease is executed.

45 Owner agrees that such compensation shall be paid if the property is leased by Owner within _____ days (*0 days if left*
46 *blank*) following the Term of this Contract or any extensions thereof (“Protection Period”) to anyone to whom the property was presented
47 during the Term of this Contract, provided Owner has received by the Expiration Date written notice of the names of said prospects, or
48 the names of Broker and affiliated licensees representing such prospects. No compensation is owed if Owner enters into a bona fide
49 lease or listing agreement with another licensed real estate Broker and Owner pays that Broker compensation on that sale or lease
50 transaction.

51 **OWNER’S AGENCY AS STARTING POINT**

52 Pursuant to this Lease Listing Contract, Broker will initially be acting in the capacity of Owner's limited agent, with the duties and
53 obligations of a landlord's limited agent under Missouri law as set forth following the parties’ signatures below. However, Owner
54 acknowledges that from time to time, a prospective tenant may engage Broker to act in one of several possible capacities with respect
55 to that tenant, depending on what Brokerage relationships are permitted by Broker’s office policy. Under various circumstances, Missouri
56 law may permit or require a conversion of Broker’s Brokerage relationship with Owner to a different Brokerage relationship. Any
57 conversion to a different Brokerage relationship shall only be made upon Owner's written consent, as required by rule or regulation.

58 **DESIGNATED AGENCY**

59 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents,
60 _____ is appointed as Owner’s Designated Agent. In the event
61 the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed to
62 represent Owner without further notice: (*If a Designated Agent is appointed, the Designated Broker must sign this agreement.*)
63 _____
64 _____

65 **DUAL AGENCY**

66 Does Owner consent to Broker acting as a dual agent? (*check one*)
67 Yes No Not Applicable because dual agency is not allowed by Broker’s company policy. See Dual Agent Duties and
68 Obligations.

69 **DISCLOSURE AUTHORIZATIONS**

70 Offers. Owner Does OR Does Not (*check one*) permit Broker to disclose the existence of offers on the property.
71 Terms. Owner Does OR Does Not (*check one*) permit Broker to disclose the terms of offers on the property; provided, however,
72 that Broker is permitted to disclose such terms as may be required by the MLS, applicable brokerage laws, or Broker’s policy.

73 **PROPERTY ACCESS AND KEY BOX SYSTEM**

74 Owner Does OR Does Not (*check one*) permit Broker to place a key box on the property.
75 If authorized above, Owner permits Broker to place a key box on the property, a locked container that holds a key(s) to the property and
76 enables access to the property at reasonable times to facilitate the showing and lease property. In its sole discretion, Broker may grant
77 unaccompanied access to its affiliated licensees and other Subscribers of the St. Louis Area Regional Key Box System (“System”).
78 Owner shall, without limitation, indemnify and hold harmless Broker and Subscribers, the key box manufacturer, and the key box
79 distributor/service center against and from any actions, suits, costs, expenses, damages, and liabilities, including attorney’s fees arising
80 out of, connected with or resulting from the use of a key box. Owner shall not, however, indemnify, or hold System Subscribers harmless
81 for claims arising out of the intentional or negligent acts of the Subscribers.

82 NOTE: Subscribers to the St. Louis Area Regional Key Box System could include but are not limited to Broker and their affiliated
83 licensees, appraisers, inspectors, lenders, surveyors, home stagers, etc. (“Subscribers”)

84 Owner acknowledges that property Is OR Is Not (*check one*) currently occupied by a tenant. If the property is occupied by a tenant
85 Owner agrees, as a condition of this Lease Listing Contract, to execute Form #2085 (Key Box Authorization and Tenant Privacy
86 Release), obtaining the tenant’s consent to the placement of a key box on the property before a key box can be placed on the property.

87 **SPECIAL AGREEMENTS** (*none if left blank*)
88 _____
89 _____
90 _____
91 _____
92 _____

- 93 **OWNER AGREES**
94 1) To cooperate with Broker to facilitate the showing, marketing, and lease of the property.
95 2) To refer to the Broker any offer or inquiry regarding the property which may be received by the Owner during the Term of this
96 Contract.
97 3) To remove or secure and (if Owner desires) insure all property and valuables (including but not limited to firearms, money,
98 medicine, and jewelry) to assume the risk for any vandalism, theft, or damage of any kind.
99 4) To allow Broker to assist prospective tenants authorized by Broker to have access to the property at all reasonable times to
100 show the property to such prospects.

- 101 **OWNER AUTHORIZES BROKER AND THEIR AFFILIATED LICENSEES TO**
102 1) Use all reasonable and recognized professional practices including, but not limited to, association and cooperation with other
103 Brokers, provided that such association and cooperation is subject to the other provisions in this form and is not limited or
104 conditioned to the retaining of or payment by Owner to a Broker, and the right to submit the property to any Multiple Listing
105 Service, the Internet, and any other medium, and provide timely notice of status changes and to provide lease information, including
106 the final lease price, to the MLS and its members;
107 2) To provide pertinent information about the property to prospective tenants;
108 3) Use the undersigned Owner's name and property information for advertising and in trade papers in connection with this
109 transaction;
110 4) Place a suitable "For Lease" sign on the property, if allowed by law; and,
111 5) Obtain, at Owner's expense, any documentation or certification that may be required in order to comply with any applicable
112 statutes or local ordinances.

- 113 **OWNER ACKNOWLEDGES**
114 1) Having read the "Cooperating Broker" Compensation Authorization by Owner" section on page 1 of this form, that Owner
115 understands the provisions of that section and agrees that the election(s) made in that section are made solely by the Owner;
116 2) Having read the applicable "Duties and Obligations of Limited Agency";
117 3) Having read the applicable "Dual Agents Duties and Obligations";
118 4) That the Broker is under no obligation to perform creditworthiness or criminal background checks unless otherwise agreed
119 to in writing; and,
120 5) This agreement creates an agency relationship and, therefore, prohibits the Broker from acting as a transaction Broker.

- 121 **PHOTOGRAPHS AND INTERNET ADVERTISING**
122 1) Owner agrees that Broker may photograph or otherwise electronically capture images of the exterior and, if authorized, interior of
123 the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS,
124 and other marketing materials and sites. Owner acknowledges that once Images are placed on the Internet, neither Broker nor Owner
125 has control over who can view such Images, what use viewers may make of the Images, or how long such Images may remain
126 available on the Internet. Owner further assigns any rights in all Images to the Broker and agrees that such Images are the property
127 of Broker and that Broker may use such Images for advertising, including post sale and for Broker's business in the future.
128 **Owner Does OR Does Not (check one) authorize interior images.**
129 2) Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other
130 images of the property. Owner understands that Broker does not have the ability to control or block the taking and use of Images
131 by any such persons. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read
132 any limiting instruction in the MLS or take images regardless of any limiting instruction in the MLS. Once Images are taken and/or
133 put into electronic display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what
134 use viewers may make of the Images.

135 **SURVEILLANCE/RECORDING**
136 Notice to Owner regarding recordings within the property

137 Owner has been advised to remove any items of a personal nature that Owner does not want to be photographed, recorded or transmitted
138 (including but not limited to family photos, paperwork and other personally identifiable information). Owner hereby releases and
139 indemnifies Broker and employees from any liability which may result from any recording or transmitting in the property.

140 In the event Owner has a recording system in the Owner's property that records or transmits audio, Owner understands that recording
141 or transmitting the audio of prospective tenants may result in violation of state or federal wiretapping laws. Owner hereby releases and
142 indemnifies Broker, and employees from any liability which may result from any recording or transmitting in the property.

143 **SMART TECHNOLOGY PRIVACY CONCERNS**

144 If the property contains any smart technology, Owner should prioritize privacy and security by resetting and unlinking all devices,
145 including hubs, cameras, locks, and thermostats. Owner should also clear recorded data, change access codes, and uninstall associated
146 apps. Additionally, Owner should reset any Wi-Fi password (if applicable) to prevent lingering access. Owner should also delete
147 automation scenes and refer to user manuals for specific instructions to ensure a fresh start for new owners, safeguarding Owner’s
148 personal information and the security of the property. Owner hereby releases and indemnifies Broker, and employees from any liability
149 resulting from the existence or use of such systems before or after closing.

150 **FRANCHISE DISCLOSURE**

151 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

152 **BROKER DISCLOSURE FORM**

153 Owner acknowledges receipt of the Broker Disclosure Form prescribed by the MREC (Missouri Real Estate Commission) by either a)
154 on or before the signing of the (this) listing contract, or b) upon the licensee obtaining any personal or financial information, whichever
155 occurs first.

156 **TAXES, INSURANCE, MAINTENANCE**

157 Unless specifically provided to the contrary, Owner shall be responsible for payment of all real estate taxes due, all insurance premiums
158 for insurance coverage on the real estate, and all repairs and maintenance to the improvements located on the real estate.

159 **DEPOSITS, STATEMENT**

160 Broker Is OR Is Not (check one) authorized to accept a deposit of the rent to be paid in advance and the security deposit(s) and to
161 place the deposits in an escrow account until the lease is signed. If authorized above, Broker will remit a written statement of income
162 and expenses to Owner in connection with the leasing of the property at the time the lease is signed and the balance after deduction of
163 the Broker’s Compensation due Broker for services shall be paid to Owner. Any additional compensation due Broker shall be due and
164 payable at the time the lease is signed unless Owner and Broker have agreed in writing to a different time and method of payment.

165 **SALE OF PROPERTY**

166 If Broker also has a listing contract with Owner for the sale of the real estate at the time of the execution of this lease Listing Contract,
167 if any tenant procured by Broker shall enter into a contract to purchase the real estate above described from Owner during the term of
168 the rental or lease period procured by Broker, then Owner agrees to pay Broker compensation in accordance with the sales listing
169 contract. If the lease includes an option to purchase and consideration is paid for the option, Owner agrees in the event the option is not
170 exercised, that the consideration shall be divided equally between Owner and Broker, provided Broker may not receive more money in
171 lieu of compensation greater than the amount of the agreed Broker’s Compensation.

172 **NON-DISCRIMINATION**

173 The parties understand and agree that it is illegal for either of the parties to refuse to display or offer for lease Owner’s property to any
174 person on the basis of race, color, religion, sex, disability, familial status, national origin, ancestry, sexual orientation, or gender identity.
175 The parties agree to comply with all applicable federal, state, and local fair housing laws.

176 **LEAD-BASED PAINT DISCLOSURE (check one)**

177 Owner represents and warrants that the lease of the above property is exempt from the disclosure obligations under 42 U.S.C. 4852d
178 because (1) the property is not residential real property, (2) the property was constructed in 1978 or later, or (3) other (describe)
179 _____.

180 The sale or lease of this property is not exempt from the disclosure obligations under 42 U.S.C. 4852d. (See attached Pre-1978
181 Housing Rental and Lease Disclosure of Lead-Based Paint and/or Lead-Based Paint Hazards) (Form #2119)

182 **REMEDIES**

183 If Owner breaches this Lease Listing Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof,
184 then without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover
185 all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
186 paragraph shall survive the expiration or any earlier expiration of this Lease Listing Contract.

187 **INDEMNIFICATION**

188 Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable
189 attorney’s fees) arising from Owner’s breach of this Lease Listing Contract, from any incorrect information or misrepresentation
190 supplied by Owner or from any material facts, including latent defects, that are known to Owner that Owner fails to disclose, to the
191 extent provided by law.

192 **MODIFICATION OF THIS CONTRACT**

193 No modification of any of the terms of this Lease Listing Contract shall be valid and binding upon the parties or entitled to enforcement
194 unless such modification has first been reduced to writing and signed by the parties.

9/19/24

Not for use before 10/15/24

Initials of Seller to acknowledge they have read this page 37 / _____

195 **ELECTRONIC SIGNATURES**

196 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
197 Act as adopted by the state of Missouri.

198 Owner and Broker agree that either party may acknowledge amendments to this Contract by email communications from one of the
199 following email addresses. Authorization is not granted if no email address is provided.

200	_____	_____	_____	_____
201	OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
202	_____	_____	_____	_____
203	Owner Printed Name		Owner Printed Name	
204	_____	_____	_____	_____
205	Owner Current Address		Owner Current Address	
206	_____	_____	_____	_____
207	Owner City, State, Zip		Owner City, State, Zip	
208	_____	_____	_____	_____
209	Owner Email Address		Owner Email Address	
210	_____	_____	_____	_____
211	Owner Phone		Owner Phone	
212	_____	_____	_____	_____
213	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
214			_____	_____
215			Authorized Agent Printed Name	
216			_____	_____
217			Authorized Agent Email	
218	_____	_____	_____	_____
219	BROKER SIGNATURE	DATE	Broker Printed Name	
220	<i>(if required by company policy or the practice of Designated Agency)</i>			

221 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

222 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (339.730 RSMo).**

223 1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following
224 duties and obligations:
225 (1) To perform the terms of the written agreement made with the client;
226 (2) To exercise reasonable skill and care for the client;
227 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
228 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
229 additional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers to lease the
230 property while the property is subject to a lease or letter of intent to lease;
231 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to
232 a contract for sale or lease or a letter of intent to lease;
233 (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee;
234 and
235 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics
236 of which are beyond the expertise of the licensee;
237 (4) To account in a timely manner for all money and property received;
238 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and
239 regulations promulgated pursuant to those sections; and
240 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing
241 and civil rights statutes and regulations.

242 2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless
243 disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or
244 unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or
245 judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's
246 or landlord's agent for making any required or permitted disclosure.

247 3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose
248 to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's
249 or landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit
250 of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client
251 or any independent inspector.

252 4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and
253 may list competing properties for sale or lease without breaching any duty or obligation to the client.

254 5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained
255 and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a
256 limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

257 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

258 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
259 minimum, the following services:

- 260 (1) Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or
261 customer's property or the property the client or customer seeks to purchase or lease;
262 (2) Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
263 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
264 and
265 (3) Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

266 **DUAL AGENTS DUTIES AND OBLIGATIONS (as required by 339.750 RSMo).**

267 1. A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a
268 written agreement pursuant to section 339.780.

269 2. A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the duties and
270 obligations required by sections 339.730 and 339.740 unless otherwise provided for in this section.

- 271 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the
272 licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined
273 in section 339.710.
- 274 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information
275 pertains:
- 276 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - 277 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - 278 (3) What the motivating factors are for any client buying, selling, or leasing the property;
 - 279 (4) That a client will agree to financing terms other than those offered; and
 - 280 (5) The terms of any prior offers or counter offers made by any party.
- 281 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
282 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless
283 disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial
284 proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making
285 any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required
286 or permitted disclosure.
- 287 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual
288 agent or among persons within an entity engaged as a dual agent.

289 **DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.755, RSMo.)**

- 290 1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or
291 fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
- 292 2. A transaction broker shall have the following duties and obligations:
- 293 (1) To perform the terms of any written or oral agreement made with any party to the transaction;
 - 294 (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
 - 295 (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is
 - 296 subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement
 - 297 entered with the party;
 - 298 (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to
 - 299 material matters about which the transaction broker knows but the specifics of which are beyond the
 - 300 expertise of such broker;
 - 301 (c) Accounting in a timely manner for all money and property received;
 - 302 (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual
 - 303 notice or knowledge;
 - 304 (e) Assisting the parties in complying with the terms and conditions of any contract;
 - 305 (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
- 306 3. The following information shall not be disclosed by a transaction broker without the informed consent of the party
307 or parties disclosing such information to the broker:
- 308 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - 309 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - 310 (3) What the motivating factors are for any party buying, selling or leasing the property;
 - 311 (4) That a seller or buyer will agree to financing terms other than those offered;
 - 312 (5) Any confidential information about the other party, unless disclosure of such information is required by law,
313 statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
- 314 4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts
315 for the parties.
- 316 5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
- 317 6. A transaction broker may do the following without breaching any obligation or responsibility:
- 318 (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
 - 319 (2) List competing properties for sale or lease;
 - 320 (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
 - 321 (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same
322 or for different parties in other real estate transactions.
- 323 7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity
324 engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual
325 knowledge and information. There is no imputation of knowledge or information by operation of law between any
326 party and the transaction broker or between any party and any person within an entity engaged as the transaction
327 broker if the transaction broker is an entity.

- 328 8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or
329 subagency relationship.
- 330 9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent
331 whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
- 332 10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and
333 actions of a licensee operating under the broker's license.
- 334 11. A transaction broker shall:
- 335 (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all
336 rules and regulations promulgated pursuant to such sections; and
- 337 (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair
338 housing and civil rights statutes and regulations.
- 339 12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses
340 transaction broker status and wants to continue an agency relationship with both parties to the transaction, such
341 licensee shall have the right to become a designated agent or a dual agent as provided for in sections
342 [339.730 to 339.860](#).
- 343 13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a
344 conversion to transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated
345 licensee to continue to represent the other client in the transaction or limit the licensee from representing the client
346 who refused the transaction brokerage representation in another transaction not involving transaction brokerage.

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form # 2048 10/24

RESIDENTIAL RENTAL LISTING CONTRACT (EXCLUSIVE RIGHT TO LEASE)

1 _____, (hereinafter referred to as "Owner") in the
2 municipality of _____ (if incorporated), County of _____, Missouri, known as and
3 numbered _____
4 _____ (legal description to govern), hereby appoints
5 _____ (hereinafter referred to as "Broker") as sole and exclusive agent with
6 the exclusive right to market and lease this property upon the below terms and conditions. The term Broker shall refer to the leasing
7 Brokerage and any affiliated licensee throughout this agreement. Owner represents that they have the legal right to lease this property.

8 TERM

9 This Contract begins on the Effective Date and ends at 11:59 p.m. on _____, together with any written extension
10 thereof ("Expiration Date") for the purpose of finding a tenant upon the following rental terms: *(check one)*

11 **Month-to-month:** \$ _____ per month with _____ months rent paid in advance and \$ _____
12 security deposit. Additional deposit of \$ _____ for _____.

13 **Lease:** Term of _____ month(s) year(s) with rent payable in monthly installments of \$ _____, with
14 _____ months in advance and \$ _____ security deposit. The "Effective Date" shall be the date of final
15 acceptance thereof, as indicated by the date adjacent to the signature of the last party to sign this Contract or (specify if otherwise)
16 _____.

17 COMPENSATION FOR SERVICES

18 **Note: The amount of compensation is not set by law. Compensation is set by each Broker and is negotiable, subject to individual**
19 **Broker policy.**

20 **Broker Compensation:** If Broker produces a qualified prospect ready, willing, and able to lease the property at the rental rate on the
21 terms stated herein or later agreed upon, the Owner agrees to pay Broker \$ _____ if leased month-to-month, and (\$ _____)
22 **OR** (_____%) of the total rent provided in the lease, if leased for a term.

23 **Cooperating Broker.** Owner acknowledges that Broker is authorized to cooperate with and, if authorized by Owner, compensate other
24 Brokers and any affiliated licensee acting pursuant to any other Brokerage relationship as defined by 339.710 to 339.860 RSMo,
25 including but not limited to tenant's agents, subagents, and/or transaction Brokers ("Cooperating Broker"), **and may pay a part of the**
26 **above Broker Compensation to a Cooperating Broker**, subject to Owner's approval up to and including the amount listed below,
27 Owner authorizes Broker to offer to pay the Cooperating Broker, who brings the tenant as follows *(insert compensation amounts below*
28 *[0 if none stated] to indicate that such cooperation is authorized by Owner.):*

29 _____ % of lease price **OR** \$ _____ to tenant's agents (limited agents representing prospective tenants)

30 _____ % of lease price **OR** \$ _____ to transaction Brokers (neutral licensees representing neither party)

31 _____ % of lease price **OR** \$ _____ to subagents (limited agents representing Owner)

32 If compensation agreed upon between Broker and Cooperating Broker is less than the amount stated herein, the difference *(check one)*
33 **Will OR** **Will Not** be reduced from Broker Compensation. If the Cooperating Broker compensation agreed upon between buyer
34 and Owner is more than the amount stated herein, Owner agrees that the terms agreed to in the Commission Agreement (Form #2107)
35 shall prevail.

36 **Additional Compensation.** Owner agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
37 compensation *(check one)* **Shall OR** **Shall not** be credited against any other compensation owed by Owner to Broker and shall
38 be due and payable to Broker on *(if applicable, check one):*

39 the Effective Date of this Lease Contract, regardless of whether or not a ready, willing, and able tenant is procured and which shall
40 be deemed earned upon receipt.

41 only if and on the same date that the other compensation above provided for is payable.

42 The total lease price shall be the total lease payments due to the Owner by the tenant during the term of the lease, without adjustments
43 for utilities, taxes, and other charges that may be imposed on the tenant. If Owner executes a lease with an option contract or a
44 lease/purchase contract as provided herein, the lease commission shall be due when the lease is executed.

9/19/24

Not for use before 10/15/24

Initials of Owner to acknowledge they have read this page _____ / _____

42

Page 1 of 8

45 Owner agrees that such compensation shall be paid if the property is leased by Owner within _____ days (*0 days if left*
46 *blank*) following the Term of this Contract or any extensions thereof (“Protection Period”) to anyone to whom the property was presented
47 during the Term of this Contract, provided Owner has received by the Expiration Date written notice of the names of said prospects, or
48 the names of Broker and affiliated licensees representing such prospects. No compensation is owed if Owner enters into a bona fide
49 lease or listing agreement with another licensed real estate Broker and Owner pays that Broker compensation on that sale or lease
50 transaction.

51 **OWNER’S AGENCY AS STARTING POINT**

52 Pursuant to this Lease Listing Contract, Broker will initially be acting in the capacity of Owner's limited agent, with the duties and
53 obligations of a landlord's limited agent under Missouri law as set forth following the parties’ signatures below. However, Owner
54 acknowledges that from time to time, a prospective tenant may engage Broker to act in one of several possible capacities with respect
55 to that tenant, depending on what Brokerage relationships are permitted by Broker’s office policy. Under various circumstances, Missouri
56 law may permit or require a conversion of Broker’s Brokerage relationship with Owner to a different Brokerage relationship. Any
57 conversion to a different Brokerage relationship shall only be made upon Owner's written consent, as required by rule or regulation.

58 **DESIGNATED AGENCY**

59 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents,
60 _____ is appointed as Owner’s Designated Agent. In the event
61 the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed to
62 represent Owner without further notice: (*If a Designated Agent is appointed, the Designated Broker must sign this agreement.*)
63 _____
64 _____

65 **DUAL AGENCY**

66 Does Owner consent to Broker acting as a dual agent? (*check one*)
67 Yes No Not Applicable because dual agency is not allowed by Broker’s company policy. See Dual Agent Duties and
68 Obligations.

69 **DISCLOSURE AUTHORIZATIONS**

70 Offers. Owner Does OR Does Not (*check one*) permit Broker to disclose the existence of offers on the property.
71 Terms. Owner Does OR Does Not (*check one*) permit Broker to disclose the terms of offers on the property; provided, however,
72 that Broker is permitted to disclose such terms as may be required by the MLS, applicable brokerage laws, or Broker’s policy.

73 **PROPERTY ACCESS AND KEY BOX SYSTEM**

74 Owner Does OR Does Not (*check one*) permit Broker to place a key box on the property.
75 If authorized above, Owner permits Broker to place a key box on the property, a locked container that holds a key(s) to the property and
76 enables access to the property at reasonable times to facilitate the showing and lease property. In its sole discretion, Broker may grant
77 unaccompanied access to its affiliated licensees and other Subscribers of the St. Louis Area Regional Key Box System (“System”).
78 Owner shall, without limitation, indemnify and hold harmless Broker and Subscribers, the key box manufacturer, and the key box
79 distributor/service center against and from any actions, suits, costs, expenses, damages, and liabilities, including attorney’s fees arising
80 out of, connected with or resulting from the use of a key box. Owner shall not, however, indemnify, or hold System Subscribers harmless
81 for claims arising out of the intentional or negligent acts of the Subscribers.

82 NOTE: Subscribers to the St. Louis Area Regional Key Box System could include but are not limited to Broker and their affiliated
83 licensees, appraisers, inspectors, lenders, surveyors, home stagers, etc. (“Subscribers”)

84 Owner acknowledges that property Is OR Is Not (*check one*) currently occupied by a tenant. If the property is occupied by a tenant
85 Owner agrees, as a condition of this Lease Listing Contract, to execute Form #2085 (Key Box Authorization and Tenant Privacy
86 Release), obtaining the tenant’s consent to the placement of a key box on the property before a key box can be placed on the property.

87 **SPECIAL AGREEMENTS** (*none if left blank*)
88 _____
89 _____
90 _____
91 _____
92 _____

93 **OWNER AGREES**

- 94 1) To cooperate with Broker to facilitate the showing, marketing, and lease of the property.
95 2) To refer to the Broker any offer or inquiry regarding the property which may be received by the Owner during the Term of this
96 Contract.

- 97 3) To remove or secure and (if Owner desires) insure all property and valuables (including but not limited to firearms, money,
98 medicine, and jewelry) to assume the risk for any vandalism, theft, or damage of any kind.
99 4) To allow Broker to assist prospective tenants authorized by Broker to have access to the property at all reasonable times to show
100 the property to such prospects.

101 **OWNER AUTHORIZES BROKER AND THEIR AFFILIATED LICENSEES TO**

- 102 1) Use all reasonable and recognized professional practices including, but not limited to, association and cooperation with other
103 Brokers, provided that such association and cooperation is subject to the other provisions in this form and is not limited or
104 conditioned to the retaining of or payment by Owner to a Broker, and the right to submit the property to any Multiple Listing
105 Service, the Internet, and any other medium, and provide timely notice of status changes and to provide lease information, including
106 the final lease price, to the MLS and its members;
107 2) To provide pertinent information about the property to prospective tenants;
108 3) Use the undersigned Owner's name and property information for advertising and in trade papers in connection with this transaction;
109 4) Place a suitable "For Lease" sign on the property, if allowed by law; and,
110 5) Obtain, at Owner's expense, any documentation or certification that may be required in order to comply with any applicable statutes
111 or local ordinances.

112 **OWNER ACKNOWLEDGES**

- 113 1) Having read the "Cooperating Broker" Compensation Authorization by Owner" section on page 1 of this form, that Owner
114 understands the provisions of that section and agrees that the election(s) made in that section are made solely by the Owner;
115 2) Having read the applicable "Duties and Obligations of Limited Agency";
116 3) Having read the applicable "Dual Agents Duties and Obligations";
117 4) That the Broker is under no obligation to perform creditworthiness or criminal background checks unless otherwise agreed to in
118 writing; and,
119 5) This agreement creates an agency relationship and, therefore, prohibits the Broker from acting as a transaction Broker.

120 **PHOTOGRAPHS AND INTERNET ADVERTISING**

- 121 1) Owner agrees that Broker may photograph or otherwise electronically capture images of the exterior and, if authorized, interior of
122 the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS,
123 and other marketing materials and sites. Owner acknowledges that once Images are placed on the Internet, neither Broker nor Owner
124 has control over who can view such Images, what use viewers may make of the Images, or how long such Images may remain
125 available on the Internet. Owner further assigns any rights in all Images to the Broker and agrees that such Images are the property
126 of Broker and that Broker may use such Images for advertising, including post sale and for Broker's business in the future.
127 **Owner Does OR Does Not (check one) authorize interior images.**
128 2) Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other
129 images of the property. Owner understands that Broker does not have the ability to control or block the taking and use of Images
130 by any such persons. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read
131 any limiting instruction in the MLS or take images regardless of any limiting instruction in the MLS. Once Images are taken and/or
132 put into electronic display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what
133 use viewers may make of the Images.

134 **SURVEILLANCE/RECORDING**

135 Notice to Owner regarding recordings within the property

136 Owner has been advised to remove any items of a personal nature that Owner does not want to be photographed, recorded or transmitted
137 (including but not limited to family photos, paperwork and other personally identifiable information). Owner hereby releases and
138 indemnifies Broker and employees from any liability which may result from any recording or transmitting in the property.

139 In the event Owner has a recording system in the Owner's property that records or transmits audio, Owner understands that recording
140 or transmitting the audio of prospective tenants may result in violation of state or federal wiretapping laws. Owner hereby releases and
141 indemnifies Broker, and employees from any liability which may result from any recording or transmitting in the property.

142 **SMART TECHNOLOGY PRIVACY CONCERNS**

143 If the property contains any smart technology, Owner should prioritize privacy and security by resetting and unlinking all devices,
144 including hubs, cameras, locks, and thermostats. Owner should also clear recorded data, change access codes, and uninstall associated
145 apps. Additionally, Owner should reset any Wi-Fi password (if applicable) to prevent lingering access. Owner should also delete
146 automation scenes and refer to user manuals for specific instructions to ensure a fresh start for new owners, safeguarding Owner's
147 personal information and the security of the property. Owner hereby releases and indemnifies Broker, and employees from any liability
148 resulting from the existence or use of such systems before or after closing.

149 **FRANCHISE DISCLOSURE**

150 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

151 **BROKER DISCLOSURE FORM**

152 Owner acknowledges receipt of the Broker Disclosure Form prescribed by the MREC (Missouri Real Estate Commission) by either a)
153 on or before the signing of the (this) listing contract, or b) upon the licensee obtaining any personal or financial information, whichever
154 occurs first.

155 **TAXES, INSURANCE, MAINTENANCE**

156 Unless specifically provided to the contrary, Owner shall be responsible for payment of all real estate taxes due, all insurance premiums
157 for insurance coverage on the real estate, and all repairs and maintenance to the improvements located on the real estate.

158 **DEPOSITS, STATEMENT**

159 Broker Is OR Is Not (check one) authorized to accept a deposit of the rent to be paid in advance and the security deposit(s) and to
160 place the deposits in an escrow account until the lease is signed. If authorized above, Broker will remit a written statement of income
161 and expenses to Owner in connection with the leasing of the property at the time the lease is signed and the balance after deduction of
162 the Broker's Compensation due Broker for services shall be paid to Owner. Any additional compensation due Broker shall be due and
163 payable at the time the lease is signed unless Owner and Broker have agreed in writing to a different time and method of payment.

164 **SALE OF PROPERTY**

165 If Broker also has a listing contract with Owner for the sale of the real estate at the time of the execution of this lease Listing Contract,
166 if any tenant procured by Broker shall enter into a contract to purchase the real estate above described from Owner during the term of
167 the rental or lease period procured by Broker, then Owner agrees to pay Broker compensation in accordance with the sales listing
168 contract. If the lease includes an option to purchase and consideration is paid for the option, Owner agrees in the event the option is not
169 exercised, that the consideration shall be divided equally between Owner and Broker, provided Broker may not receive more money in
170 lieu of compensation greater than the amount of the agreed Broker's Compensation.

171 **NON-DISCRIMINATION**

172 The parties understand and agree that it is illegal for either of the parties to refuse to display or offer for lease Owner's property to any
173 person on the basis of race, color, religion, sex, disability, familial status, national origin, ancestry, sexual orientation, or gender identity.
174 The parties agree to comply with all applicable federal, state, and local fair housing laws.

175 **LEAD-BASED PAINT DISCLOSURE (check one)**

176 Owner represents and warrants that the lease of the above property is exempt from the disclosure obligations under 42 U.S.C. 4852d
177 because (1) the property is not residential real property, (2) the property was constructed in 1978 or later, or (3) other (describe)
178 _____.

179 The sale or lease of this property is not exempt from the disclosure obligations under 42 U.S.C. 4852d. (See attached Pre-1978
180 Housing Rental and Lease Disclosure of Lead-Based Paint and/or Lead-Based Paint Hazards) (Form #2119)

181 **REMEDIES**

182 If Owner breaches this Lease Listing Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof,
183 then without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover
184 all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
185 paragraph shall survive the expiration or any earlier expiration of this Lease Listing Contract.

186 **INDEMNIFICATION**

187 Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable
188 attorney's fees) arising from Owner's breach of this Lease Listing Contract, from any incorrect information or misrepresentation
189 supplied by Owner or from any material facts, including latent defects, that are known to Owner that Owner fails to disclose, to the
190 extent provided by law.

191 **MODIFICATION OF THIS CONTRACT**

192 No modification of any of the terms of this Lease Listing Contract shall be valid and binding upon the parties or entitled to enforcement
193 unless such modification has first been reduced to writing and signed by the parties.

194 **ELECTRONIC SIGNATURES**

195 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
196 Act as adopted by the state of Missouri.

197 Owner and Broker agree that either party may acknowledge amendments to this Contract by email communications from one of the
198 following email addresses. Authorization is not granted if no email address is provided.

199 _____
200 OWNER SIGNATURE DATE OWNER SIGNATURE DATE

201 _____
202 Owner Printed Name Owner Printed Name

203 _____
204 Owner Current Address Owner Current Address

205 _____
206 Owner City, State, Zip Owner City, State, Zip

207 _____
208 Owner Email Address Owner Email Address

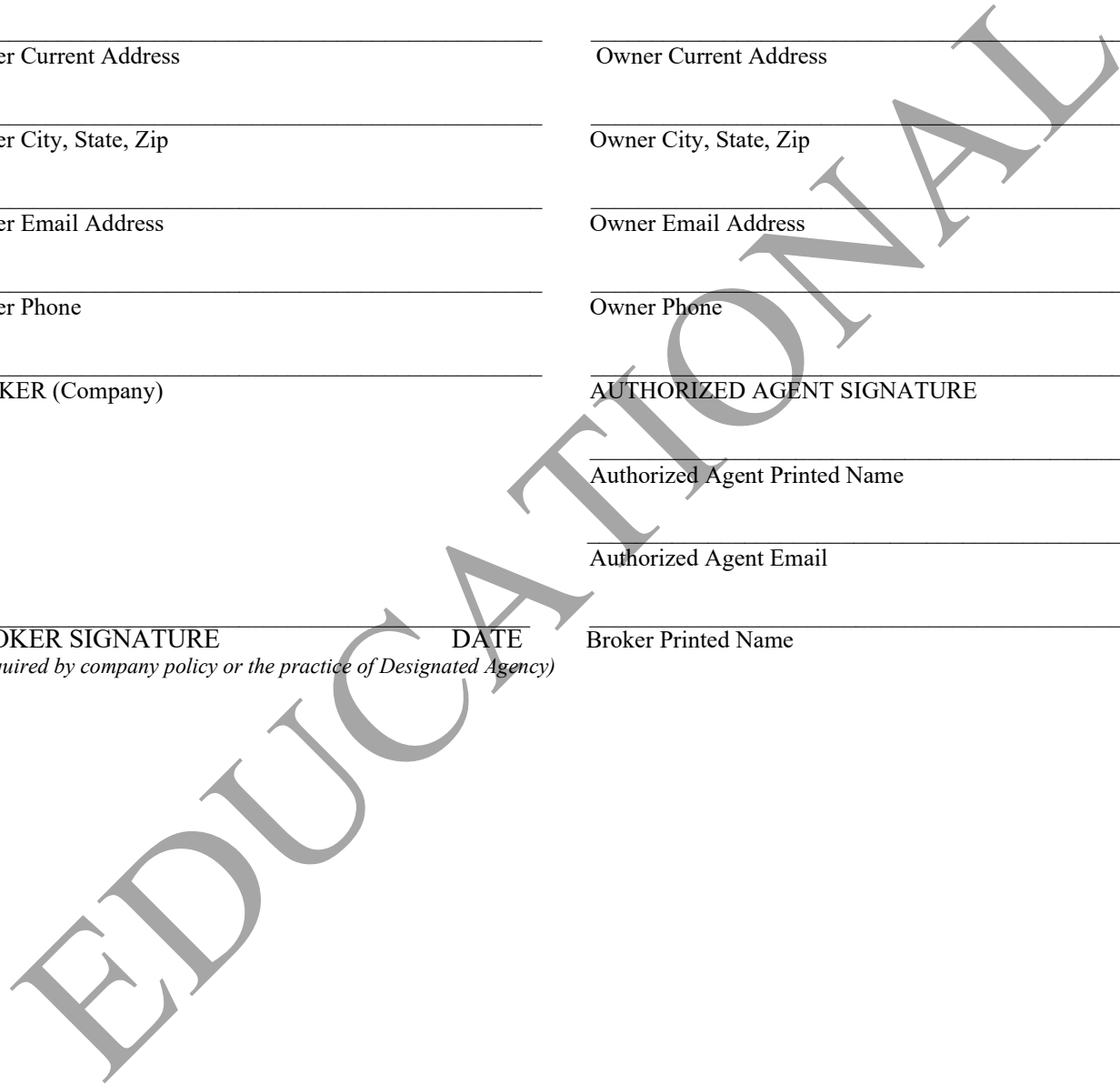
209 _____
210 Owner Phone Owner Phone

211 _____
212 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

213 _____
214 Authorized Agent Printed Name

215 _____
216 Authorized Agent Email

217 _____
218 BROKER SIGNATURE DATE Broker Printed Name
219 *(if required by company policy or the practice of Designated Agency)*



220 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

221 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (339.730 RSMo).**

222 1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties
223 and obligations:

- 224 (1) To perform the terms of the written agreement made with the client;
225 (2) To exercise reasonable skill and care for the client;
226 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
227 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers
228 to purchase the property while the property is subject to a contract for sale or to seek additional offers to lease the property while the
229 property is subject to a lease or letter of intent to lease;
230 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a contract for
231 sale or lease or a letter of intent to lease;
232 (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee;
233 and
234 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are
235 beyond the expertise of the licensee;
236 (4) To account in a timely manner for all money and property received;
237 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations
238 promulgated pursuant to those sections; and
239 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil
240 rights statutes and regulations.

241 2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is
242 required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is
243 necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
244 professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required
245 or permitted disclosure.

246 3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any
247 customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes
248 no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to
249 independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

250 4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list
251 competing properties for sale or lease without breaching any duty or obligation to the client.

252 5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and
253 compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with
254 the obligations and responsibilities set forth in subsections 1 to 4 of this section.

255 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

256 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
257 minimum, the following services:

- 258 (1) Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or
259 customer's property or the property the client or customer seeks to purchase or lease;
260 (2) Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
261 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
262 and
263 (3) Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

264 **DUAL AGENTS DUTIES AND OBLIGATIONS (as required by 339.750 RSMo).**

265 1. A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a written
266 agreement pursuant to section 339.780.

267 2. A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the duties and obligations
268 required by sections 339.730 and 339.740 unless otherwise provided for in this section.

- 269 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the licensee
270 gains from the other client if the information is material to the transaction unless it is confidential information as defined in section
271 339.710.
- 272 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:
273 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
274 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
275 (3) What the motivating factors are for any client buying, selling, or leasing the property;
276 (4) That a client will agree to financing terms other than those offered; and
277 (5) The terms of any prior offers or counter offers made by any party.
- 278 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
279 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to
280 defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional
281 committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual
282 agent does not terminate the dual agency relationship by making any required or permitted disclosure.
- 283 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual agent or
284 among persons within an entity engaged as a dual agent.

285 **DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.755, RSMo.)**

- 286 1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary
287 relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
288 2. A transaction broker shall have the following duties and obligations:
289 (1) To perform the terms of any written or oral agreement made with any party to the transaction;
290 (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
291 (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is
292 subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement
293 entered with the party;
294 (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to
295 material matters about which the transaction broker knows but the specifics of which are beyond the
296 expertise of such broker;
297 (c) Accounting in a timely manner for all money and property received;
298 (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual
299 notice or knowledge;
300 (e) Assisting the parties in complying with the terms and conditions of any contract;
301 (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
302 3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties
303 disclosing such information to the broker:
304 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
305 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
306 (3) What the motivating factors are for any party buying, selling or leasing the property;
307 (4) That a seller or buyer will agree to financing terms other than those offered;
308 (5) Any confidential information about the other party, unless disclosure of such information is required by law,
309 statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
310 4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
311 5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
312 6. A transaction broker may do the following without breaching any obligation or responsibility:
313 (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
314 (2) List competing properties for sale or lease;
315 (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
316 (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same
317 or for different parties in other real estate transactions.
318 7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the
319 transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no
320 imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any
321 person within an entity engaged as the transaction broker if the transaction broker is an entity.
322 8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.
323 9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf
324 of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
325 10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a
326 licensee operating under the broker's license.

- 327 11. A transaction broker shall:
328 (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all
329 rules and regulations promulgated pursuant to such sections; and
330 (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair
331 housing and civil rights statutes and regulations.
- 332 12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction
333 broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to
334 become a designated agent or a dual agent as provided for in sections [339.730 to 339.860](#).
- 335 13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to
336 transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent the
337 other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage representation in
338 another transaction not involving transaction brokerage.

EDUCATION

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
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Form # 2089 0710/24

AMENDMENT TO SALE CONTRACT

1 SALE CONTRACT DATE: _____

2 PROPERTY: _____

3 BY AND BETWEEN: _____, Buyer(s)
4 and the undersigned Seller(s).

5 Buyer and Seller agree to amend the Sale Contract only as to those matters checked below:

6 New Closing date: _____

7 New Possession date (check one): Closing or _____ m (time) of _____ (date)

8 New Loan Contingency date: _____

9 New Purchase price: \$ _____

10 New Loan Amount: _____ % of the purchase price, or \$ _____

11 New Interest Rate not to exceed: _____ %

12 New Amortization term: _____ years

13 New Loan type: _____ (If FHA/VA, attach form #2135fha or #2135va)

14 ~~Seller agrees to pay, at Closing, a cost not to exceed \$ _____ AND _____ % of purchase price or~~
15 ~~\$ _____~~

16 ~~(\$0 if none stated) towards Buyer's closing costs, prepaids, points, Buyer's Selling Broker's broker compensation fees, and other~~
17 ~~fees allowed by lender.~~

18 ~~Buyer is requesting Seller to pay compensation to Selling Broker at Closing per the terms of the attached "Broker Compensation~~
19 ~~Rider" (Form #2109) and/or other compensation agreement. This is in addition to any credit from Seller to Buyer at Closing. Seller~~
20 ~~agrees to pay, at Closing, a cost not to exceed _____ % of purchase price or \$ _____ and~~
21 ~~_____ % of purchase price~~

22 ~~(\$0 if none stated) directly to Selling Broker to help satisfy the compensation Buyer is obligated to pay Selling Broker. (Attach Broker~~
23 ~~Compensation Form Rider (Form #2109) and/or other compensation agreement). This is in addition to any credit at Closing towards~~
24 ~~Buyer Broker's compensation, as previously authorized by Seller in the Cooperative Compensation Disclosure (Form #2108).~~

25 New contingency deadline date: _____ Describe contingency: _____

26 _____

27 Paragraph# _____, Line# _____ or Rider# _____ is changed as follows: _____

28 _____

29 _____

30 _____

31 _____

32 _____

33 _____

34 _____
35 BUYER SIGNATURE DATE SELLER SIGNATURE DATE

36 _____
37 Buyer Printed Name Seller Printed Name

38 _____
39 BUYER SIGNATURE DATE

SELLER SIGNATURE DATE

40 _____
41 Buyer Printed Name

Seller Printed Name

EDUCATIONAL

9/19/24

Not for use before 10/15/24
BUYER BUYER

51

Initials BUYER and SELLER acknowledge they have read this page _____/_____

SELLER SELLER

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Form # 2089 10/24

AMENDMENT TO SALE CONTRACT

1 SALE CONTRACT DATE: _____

2 PROPERTY: _____

3 BY AND BETWEEN: _____, Buyer(s)
4 and the undersigned Seller(s).

5 Buyer and Seller agree to amend the Sale Contract only as to those matters checked below:

6 New Closing date: _____

7 New Possession date (check one): Closing or _____ m (time) of _____ (date)

8 New Loan Contingency date: _____

9 New Purchase price: \$ _____

10 New Loan Amount: _____ % of the purchase price, or \$ _____

11 New Interest Rate not to exceed: _____ %

12 New Amortization term: _____ years

13 New Loan type: _____ (If FHA/VA, attach form #2135fha or #2135va)

14 Seller agrees to pay, at Closing, a cost not to exceed \$ _____ AND _____ % of purchase price (\$0 if none stated) towards
15 Buyer's closing costs, prepaids, points, Selling Broker's compensation, and other fees allowed by lender.

16 Buyer is requesting Seller to pay compensation to Selling Broker at Closing per the terms of the attached "Broker Compensation
17 Rider" (Form #2109) and/or other compensation agreement. This is in addition to any credit from Seller to Buyer at Closing.

18 New contingency deadline date: _____ Describe contingency: _____
19 _____

20 Paragraph# _____, Line# _____ or Rider# _____ is changed as follows: _____
21 _____
22 _____

23 _____
24 _____
25 _____
26 _____

27 _____
28 BUYER SIGNATURE DATE SELLER SIGNATURE DATE

29 _____
30 Buyer Printed Name Seller Printed Name

31 _____
32 BUYER SIGNATURE DATE SELLER SIGNATURE DATE

33 _____
34 Buyer Printed Name Seller Printed Name

This document has legal consequences. If you do not understand it, consult your attorney. The text of this form may not be altered in any manner without written acknowledgment of all parties.

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Form # 2090 07/10/24

RESIDENTIAL SALE CONTRACT

DATE: _____

1. PARTIES AND PROPERTY

_____, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated) _____, County of _____, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: _____.

2. INCLUSIONS AND EXCLUSIONS

Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Access to Property

All Keys & Remote Entry Controls
Electric Garage Door Openers & Controls

Exterior

Exterior Lighting, Landscaping & Mailbox

Invisible Pet Fence Systems & Collars

System & Utilities

Built-in Heating, Ventilating & Cooling Systems
Security & Alarm Systems
Radiator Shields
Built-in Plumbing Systems & Fixtures
Water Softeners & Sump Pump
All Window Air Conditioning Units
Central Vacuum System & Attachments

Kitchen/Cooking Related

Dishwashers & Trash Compactors
Ovens/Ranges/Stoves and Attachments
Built-in Microwave Ovens
Attached Gas Fired Barbecue Grills

Electrical, Lighting & TV Related

All Lighting Fixtures & Ceiling Fans
Attached TV Antennas
Attached TV Mounts only
Flush Mounted Speakers

Fire/Fireplace Related

Artificial Fireplace Logs
Attached Fireplace Equipment & Doors

Flooring Related

Attached Floor Coverings

Window/Wall Related

Curtain /Drapery Hardware only
Blinds, Shades, Shutters & Awnings
Attached Mirrors & All Bathroom Mirrors
Attached Shelving/Closet Organizers
Screens & Storm Windows

Miscellaneous

All Articles Now Provided For Tenant Use
Remotes for All Included Items

In addition, the following items are included: _____

The following items are excluded: _____

3. PURCHASE PRICE/-CONCESSIONS/EARNEST MONEY

\$ _____ is the total purchase price, to be paid as follows:

\$ _____ ~~ANDOR~~ _____% of purchase price (\$0 if none stated) shall be credited by Seller at Closing towards Buyer's

~~-~~ _____ closing costs, prepaids, points, ~~Buyer's Selling Broker compensation-fees~~, and other fees allowed by lender.

~~\$ _____ ANDOR _____% of purchase price (\$0 if none stated) shall be paid by Seller at Closing directly to Selling Broker to help satisfy the compensation buyer is obligated to pay Selling Broker (Attach Broker Compensation Rider (Form #2109) and/or other compensation agreement). This is in addition to any credit at Closing listed above towards Buyer Broker's compensation. This is in addition to any amount agreed upon in the separate Cooperative Compensation Disclosure (Form #2108).~~

\$ _____ earnest money (\$0 if none stated) received for delivery to OR to be delivered to

9/19/24

_____/_____
BUYER BUYER

Initials BUYER and SELLER acknowledge they have read this page

53

_____/_____
SELLER SELLER

Not for use before 10/15/24

45 _____ escrow agent within _____ days (~~3-5~~ days if
46 none stated) after "Acceptance Deadline" date. ~~Selling broker~~ Selling Broker to be escrow agent if none
47 specified above.
48 \$ _____ additional earnest money (\$0 if none stated) to be delivered to escrow agent within _____ days
49 after the "Acceptance Deadline" date (15 days if none stated) or _____.

50 Buyer is requesting Seller to pay compensation to Selling Broker at Closing per the terms of the attached "Broker Compensation
51 Rider" (Form #2109) and/or other compensation agreement. This is in addition to any credit at Closing listed above.

52 Total purchase price~~The balance~~, including any adjustments set forth in this contract, less any amount of Seller financing or of
53 Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing by cashier's check, wire transfer or
54 any form acceptable to Closing~~closing~~ agent.

55 **4. METHOD OF FINANCING**

56 ~~Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and~~
57 ~~Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be~~
58 ~~necessary for the Buyer to request Seller to agree to an extension of the Closing Date.~~

59 **Not Contingent Upon Financing.** This contract is not contingent upon financing; however, Buyer reserves the right to finance
60 any portion of the purchase price.

61 **Contingent Upon Financing.** Buyer agrees to do all things necessary, including, but not limited to the execution of a loan
62 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to
63 otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided
64 by Buyer's lender, to Seller or ~~listing broker~~ Listing Broker, of Buyer's inability to obtain a loan approval on the terms described
65 below on or before _____ (or 30 days after the "Acceptance Deadline" date if none stated) (the
66 Loan Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall
67 thereafter not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer
68 may directly notify Seller or ~~listing broker~~ Listing Broker (on or before the Loan Contingency Date) by providing a notarized
69 affidavit that Buyer has complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such
70 written notice from lender. If Buyer has complied with the terms of this paragraph and has provided timely written notice to Seller
71 or ~~listing broker~~ Listing Broker of Buyer's inability to obtain the loan approval, then this contract shall be terminated with
72 earnest money to be returned to Buyer, subject to paragraph 12.

73 **Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this**
74 **contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this**
75 **contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should**
76 **complete and attach to this contract an appropriate appraisal rider.**

77 Loan amount: _____ % of the purchase price **OR** \$ _____ -
78 Initial interest rate not to exceed: _____ %. Amortization term: _____ years-
79 Other terms (none if blank): _____
80 LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____
81 RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

82 **5. CLOSING AND POSSESSION**

83 **Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title**
84 **company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company,**
85 **then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are**
86 **not protected by the title insurance underwriter.**

87 The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when
88 funds are received by Seller or Seller's title company. The Closing of this sale shall take place on
89 _____ or any other date that both parties agree in writing. Buyer will close at
90 _____, the title company which provides title insurance. Regardless of who closes
91 for Buyer, Seller may close at the title company of Seller's choice. Title will pass when the sale is closed. Seller to deliver
92 possession of the property and keys to Buyer no later than (**check one only**): Closing **OR** _____ m (time) of
93 _____ (date) **but in no event prior to Closing as defined above. All parties agree to sign Closing documents**
94 **at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above,**
95 **parties should complete the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in possession, Seller
96 warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of
97 possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract),
98 ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession.
99 Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements.
100 **Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.**

101 **6. RIDERS** The following riders or supplements are attached hereto and incorporated herein as a part of this contract.

- 102 Appraisal Rider (Form #2046)
- 103 Back-Up Contract (Form #2120)
- 104 Contingency for Sale and Closing of Buyer's Property (Form #2092)
- 105 Contingency for Closing of Buyer's Property (Form #2092a)
- 106 Condominiums, Villas or Similar Lifestyle Communities (Form #2059)
- 107 FHA Loan Provision Rider (Form #2135fha)
- 108 Other: _____
- 109 ~~Broker Compensation Rider (Form #2109) Cooperative Compensation Disclosure (Form #2108)~~
- Possession by Buyer Prior to Closing (Form #2094)
- Possession by Seller After Closing (Form #2095)
- Rental Property Rider (Form #2096)
- Residential Lease (Form #2118)
- Review of Indentures/Restrictive Covenants (Form #2143)
- VA Loan Provision Rider (Form #2135va)
- Other: _____

110 **7. FRANCHISE DISCLOSURE**

111 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said
112 Broker(s).

113 **8. TITLE AND SURVEY**

114 Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following:
115 a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer
116 in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or
117 encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and
118 other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists
119 for residential purposes at the time of the contract.

120 **Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase
121 Title").**

122 **Seller to Order, Provide and Purchase Title. Note: Any Seller paid title costs set forth below are in addition to any
123 Seller paid costs in Paragraph 43.**

124 Not later than _____ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for
125 title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a lender's policy of title insurance
126 (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph
127 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the ~~selling~~**Selling Broker** and ~~listing~~
128 ~~broker~~**Listing Broker**. Seller shall pay for the title insurance (including title premium and title service charges), at Closing, at
129 a cost not to exceed \$_____. Buyer to pay title cost exceeding this amount.

130 **Buyer to Order, Provide and Purchase Title.**
131 Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy
132 of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

133 **Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review
134 documents, and, if necessary, object to defects that may be discovered.**

135 Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real
136 Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage
137 discrepancies, or other matters that would be disclosed on a survey.

138 **Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance.
139 A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or
140 acreage discrepancies.**

141 If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this
142 contingency, Buyer shall within _____ days (25 days if none stated) after the "Acceptance Deadline" date, furnish a
143 copy of the document evidencing the defect to Seller or ~~listing broker~~**Listing Broker** stating, in writing, any title or survey defects that
144 are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes
145 at the time of the contract. Failure by Seller or ~~listing broker~~**Listing Broker** to receive such objections to title or survey within such
146 time will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title
147 insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey
148 defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or ~~listing broker~~**Listing Broker**, to agree in
149 writing to correct the defects prior to Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless
150 Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in
151 accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees
152 to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects
153 that arise between the date of the contract acceptance and Closing.

154 **Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property.
155 Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property
156 (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be
157 affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an
158 offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys,
159 indentures, or other matters affecting title or use of the property, Buyer should consult an attorney.**

160 **9. ADJUSTMENTS AND CLOSING COSTS**

161 Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135fha or #2135va and current
162 FHA and VA regulations) as follows:

163 **Buyer shall pay for (where applicable):**

- 164 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 165 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by
166 —Buyer, subject to paragraph 8;
- 167 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees,
168 —funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
- 169 • building, termite, and environmental inspections;
- 170 • the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier’s current charges;
- 171 • real estate compensation to broker per separate written agreement;
- 172 • municipal occupancy permit; and
- 173 • agreed upon repairs.

174 **Seller shall pay for (where applicable):**

- 175 • existing loans on property (if not assumed by Buyer);
- 176 • any expenses of Buyer’s loan agreed to in paragraph 3;
- 177 • title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by
178 —Seller, subject to paragraph 8;
- 179 • municipal, Conservation District and fire district inspection fees;
- 180 • special taxes and special assessments levied before Closing;
- 181 • real estate compensation to broker per separate written agreement and/or the applicable terms in this Contract; ~~Seller authorizes~~
182 ~~selling portion of commission to be paid directly to selling broker;~~ and
- 183 • agreed upon repairs.

184 **Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date**
185 **of Closing (Seller to pay for last day):**

- 186 • current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over
187 thirty (30) days to be collected by Seller and not adjusted;
- 188 • general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- 189 • district improvement assessments for current year; Buyer to pay thereafter;
- 190 • subdivision upkeep assessments and monthly condominium fee;
- 191 • interest (when Buyer assumes existing loan); and
- 192 • flat rate utility charges (including water, sewer, and trash).

193 **10. INSPECTIONS, DISCLAIMERS, AND WARRANTIES**

194 Within _____ days (10 days if none stated) after the “Acceptance Deadline” date (the “Inspection Period”), Buyer
195 may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the property and
196 improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-destroying
197 insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other
198 structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools
199 and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including
200 appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities.**
201 Buyer’s Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above,
202 whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute
203 a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should contact law enforcement officials**
204 **for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.**

205 **Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or ~~listing broker~~Listing Broker**
206 **stating one of the following:**

- 207 (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or ~~listing broker~~Listing Broker is not required.
208 If Seller or ~~listing broker~~Listing Broker has not received the written Inspection Notice by the end of the Inspection Period,
209 Buyer shall be deemed to be satisfied with the results of any inspections.
- 210 (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer shall
211 have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above, which
212 together cover the substantial structural elements and systems of the property. Buyer shall provide such report(s) to Seller or
213 ~~listing broker~~Listing Broker, if requested by Seller.
- 214 (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied
215 by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of _____ days (10 days
216 if none stated) after date of Seller or ~~listing broker~~Listing Broker’s receipt of the Inspection Notice (the “Resolution Period”)
217 to reach a written agreement as to the requirements set forth in the Inspection Notice, or as to an agreed upon monetary
218 adjustment, or the contract is terminated, and earnest money deposit to be returned to Buyer, subject to paragraph 12. During
219 the Resolution Period, either a written commitment by Seller to meet the requirements originally submitted by Buyer in the Inspection

220 Notice, or a written commitment by Buyer to accept the property without such requirements, shall constitute an "agreement" for
221 purposes of this paragraph even after earlier negotiation failed to produce an agreement.
222 Buyer acknowledges: 1) that ~~listing broker~~Listing Broker and ~~selling broker~~Selling Broker do not have expertise in determining
223 any defects that may be disclosed by any inspections; 2) that Buyer will not rely upon ~~listing broker~~Listing Broker or ~~selling~~
224 ~~broker~~Selling Broker in any way as to the selection of a particular company for any inspections, warranties, and services; 3) that any
225 inspections, warranties, and services may be available from more than one company and that the determination to select a particular
226 company and the completeness and satisfaction of any said inspection, warranty or service is the sole responsibility of Buyer; 4)
227 that when choosing an inspector, warranty, service company, title company, lender, repair company, or any other service provider,
228 Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and
229 professional licensure, membership in professional associations and years of experience; 5) that there have been no warranties,
230 express or implied, by Seller or ~~Brokers~~real estate brokers.

231 **Home Warranty (Check one):**

- 232 Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale.
233 ~~—~~ Buyer may purchase one separately, if desired.
234 Seller agrees to purchase, on or before Closing, a limited warranty or service agreement ~~to be ordered by~~ Listing Broker
235 ~~OR~~ Selling Broker at a cost not to exceed \$ _____
236 and further described _____.

237 **10a. INSURABILITY**

238 This contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the property. If within _____ days
239 (10 days if none stated) after the "Acceptance Deadline" date (the "Insurability Period"), Buyer does not deliver to Seller or Seller's
240 ~~broker~~ Broker a written notice from an insurance company of Buyer's inability to obtain homeowner/hazard insurance on the
241 property, this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned
242 upon Buyer's obtaining insurance. If Buyer has complied with the terms of this paragraph and has timely provided written notice
243 to Seller of Buyer's inability to obtain such insurance, then this contract shall be terminated with earnest money to be returned to
244 Buyer, subject to paragraph 12. **Note: If an inspection by the Buyer's insurance company is required, it shall be completed**
245 **prior to the expiration of the Insurability Period. If the Buyer is obtaining a loan as referenced in paragraph 4, Buyer should**
246 **communicate insurance information to lender prior to Loan Contingency Date.**

247 **11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS**

248 Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other
249 required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and
250 improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within
251 _____ days (15 days if none stated) after the "Acceptance Deadline" date of any violations or requirements that Seller
252 will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate**
253 **any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of the**
254 **inspections prior to Closing.** In the event Seller notifies Buyer of Seller's refusal to correct all violations, Buyer and Seller have
255 ten (10) days after date of Buyer's receipt of notification from Seller, in which to reach an agreement in writing as to which party will
256 complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction. **Note: A**
257 **monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance,**
258 **and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached within said ten (10) days, this
259 contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within said ten (10)
260 day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment within said ten
261 (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the original list provided
262 to Buyer by Seller shall also constitute an "agreement" for the purposes of this paragraph, even after earlier negotiations failed to
263 produce an agreement. In instances where the Buyer must make the occupancy permit request (application) to initiate the inspection
264 process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline" date. Nothing herein shall require Buyer to
265 close this sale if he is unable to obtain an occupancy permit after making a bonafide effort to do so. Buyer is cautioned not to rely on
266 government inspections but should satisfy himself as to the condition of the property (see paragraph 10). Governmental jurisdictions
267 vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Buyer
268 intends to have no more than _____ persons occupy the property.

269 **11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION**

270 If the property has a lawn irrigation system attached to the public water system, Seller must provide to Buyer, documentation (dated
271 within 12 months prior to Closing) from a certified back flow inspector indicating that the proper back flow prevention device is
272 installed and functioning properly.

273 **12. EARNEST MONEY**

274 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
275 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by

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_____/_____
BUYER BUYER

Initials BUYER and SELLER acknowledge they have read this page

57

_____/_____
SELLER SELLER

276 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
277 scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed,
278 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for
279 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
280 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account
281 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine
282 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will
283 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable
284 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,
285 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,
286 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing
287 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected
288 Closing date.
289 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to**
290 **earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in**
291 **writing to be bound by the provisions of this contract before being named as the escrow agent.**

292 **13. REMEDIES**

293 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party
294 in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the
295 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as
296 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law
297 or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will
298 be reimbursed, and balance to go one-half to Seller, and one-half divided equally between ~~listing broker~~Listing Broker and ~~selling~~
299 ~~broker~~Selling Broker (if working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may
300 either release Seller from liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and
301 expenses, as specified in Buyer's notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in
302 equity, including enforcement of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing
303 contract. In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or equitable
304 relief, the cost of litigation including reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's
305 deed to Buyer.

306 **14. LOSS**

307 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered
308 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or ~~selling broker~~Selling Broker in writing of the
309 damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to
310 Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled
311 Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not
312 to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or ~~selling broker~~Selling
313 ~~Broker~~ with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written authorization
314 (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of
315 insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements
316 plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the
317 contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the
318 Buyer or ~~selling broker~~Selling Broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written
319 notification to Seller or ~~listing broker~~Listing Broker as to his election of (a) or (b) above within ten (10) days after the Buyer or
320 ~~selling broker~~Selling Broker's receipt of such information; and if not received by Buyer or ~~selling broker~~Selling Broker more than
321 ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option and by written notice to Seller or ~~listing~~
322 ~~broker~~Listing Broker, extend the Closing date up to ten (10) days, during which time Buyer may make his election as to (a) or (b)
323 above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the contract is terminated in
324 accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12. Seller agrees to
325 reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

326 **15. ASSIGNABILITY OF CONTRACT**

327 This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of
328 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
329 obligations under the contract.

330 **16. MISCELLANEOUS PROVISIONS**
331 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central
332 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,
333 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed
334 in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and
335 there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified
336 or amended, in whole or in part, except in writing signed by all parties.

337 **17. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)**
338 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C § 1445]
339 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

340 **18. CONSTRUCTION**
341 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according
342 to the context. When the term "~~listing broker~~Listing Broker" is used, it refers to one of the following: a) a broker working for the
343 Seller under an agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When
344 the term "~~selling broker~~Selling Broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's
345 agency agreement; b) a broker assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction
346 broker, whichever is appropriate. The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople").
347 Listing Broker and Selling Broker may be referred to collectively as "Broker" or "Brokers." **With the exception of the term**
348 **"banking days" as used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

349 **19. ACCESS, FINAL WALK-THROUGH AND UTILITIES**
350 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers
351 selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon reasonable advance
352 notice to Seller. Buyer and ~~selling broker~~Selling Broker may also be present during these inspections. Seller grants Buyer, ~~selling~~
353 ~~broker~~Selling Broker, and any inspector whose report prompted a request for repairs, the right to enter and walk-through the
354 property, and the right to have the utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-
355 through is only for the Buyer to confirm that the property is in the same condition, ordinary wear and tear excepted, as it was on
356 the date of this contract, and that repairs are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have
357 all utilities turned on during the period specified for any inspection and the walk-through, unless utilities have been transferred to
358 Buyer. Waiver of property and improvement inspections does not waive the right to a walk-through prior to Closing. The Closing
359 does not relieve Seller of Seller's obligation to complete improvements and repairs required by this contract.

360 **20. FLOOD PLAIN**
361 Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to
362 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer
363 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a
364 waiver by Buyer of this contingency.

365 **21. SPECIAL AGREEMENTS**
366 Special agreements between Buyer and Seller forming a part of this contract: _____
367 _____
368 _____
369 _____
370 _____
371 _____
372 _____

373 **22. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE**
374 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property. To the extent that
375 Broker provides or shares information about the property, the information comes from one or more other sources, is only an
376 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage
377 of property, and the available information about total square footage can vary depending upon the source, the measurement standard
378 that was used and the date of measurement. One source for total square footage is public information from the county assessor's
379 office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you wish to
380 have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional
381 appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square
382 foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an
383 approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable
384 and accurate information on lot size you should retain a licensed surveyor.

431 ~~Subject to any compensation that is being paid by Seller to Selling Broker. If cooperating compensation is being offered, Seller and~~
432 ~~Buyer agree to pay the compensation to the Listing Broker and Selling Broker Buyer Broker in such form and amounts as authorized~~
433 ~~in their respective representation agreements. If Seller has authorized the payment of compensation by Seller to Selling Broker,~~
434 ~~Seller agrees to pay the amount listed in the attached Broker Compensation Rider (Form #2109) and/or other compensation~~
435 ~~agreement Cooperative Compensation Disclosure (Form #2108). Theis amount of compensation paid by the Seller to the Selling~~
436 ~~Broker shall be credited to the compensation Buyer is obligated to pay Selling Broker. In no event shall Selling Broker collect more~~
437 ~~compensation than what Selling Broker agreed to receive in its representation-written agreement with Buyer.~~

438 Seller and Buyer agree that ~~their Brokers Listing Broker and Buyer Broker~~ are third-party beneficiaries under this contract.

439 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

440 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
441 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
442 Transaction Act as adopted by the state of Missouri.

443 (Signature Lines Appear on the Following Page)

EDUCATION

444 _____
 445 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**
 446 **Broker's Firm State License ID#:** _____ **Broker's Firm State License ID#:** _____
 447 **By (Signature):** _____ **By (Signature):** _____
 448 **Printed Name:** _____ **Printed Name:** _____
 449 **Licensee State License ID#:** _____ **Licensee State License ID#:** _____
 450 **Date:** _____ **MLS ID:** _____ **Date:** _____ **MLS ID:** _____

451 **OFFER to be accepted by Seller by:** _____ **m of** _____

452 _____
 453 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**

454 _____
 455 **Buyer Printed Name** **Buyer Printed Name**

456 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

457 _____
 458 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**

459 _____
 460 **Seller Printed Name** **Seller Printed Name**

461 **OR** _____ **(initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**
 462 **(use Form #2164 Sale Contract Counteroffer Form).**

463 **OR** _____ **(initials) WE REJECT THIS OFFER.**

464 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
 465 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form # 2090 10/24

RESIDENTIAL SALE CONTRACT

DATE: _____

1. PARTIES AND PROPERTY

_____, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated) _____, County of _____, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: _____.

2. INCLUSIONS AND EXCLUSIONS

Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

Access to Property

All Keys & Remote Entry Controls
Electric Garage Door Openers & Controls

Exterior

Exterior Lighting, Landscaping & Mailbox

Invisible Pet Fence Systems & Collars

System & Utilities

Built-in Heating, Ventilating & Cooling Systems
Security & Alarm Systems
Radiator Shields
Built-in Plumbing Systems & Fixtures
Water Softeners & Sump Pump
All Window Air Conditioning Units
Central Vacuum System & Attachments

Kitchen/Cooking Related

Dishwashers & Trash Compactors
Ovens/Ranges/Stoves and Attachments
Built-in Microwave Ovens
Attached Gas Fired Barbecue Grills

Electrical, Lighting & TV Related

All Lighting Fixtures & Ceiling Fans
Attached TV Antennas
Attached TV Mounts only
Flush Mounted Speakers

Fire/Fireplace Related

Artificial Fireplace Logs
Attached Fireplace Equipment & Doors

Flooring Related

Attached Floor Coverings

Window/Wall Related

Curtain /Drapery Hardware only
Blinds, Shades, Shutters & Awnings
Attached Mirrors & All Bathroom Mirrors
Attached Shelving/Closet Organizers
Screens & Storm Windows

Miscellaneous

All Articles Now Provided For Tenant Use
Remotes for All Included Items

In addition, the following items are included: _____

The following items are excluded: _____

3. PURCHASE PRICE/CONCESSIONS/EARNEST MONEY

\$ _____ is the total purchase price.

\$ _____ AND _____ % of purchase price (\$0 if none stated) shall be credited by Seller at Closing towards Buyer's closing costs, prepaids, points, Selling Broker compensation, and other fees allowed by lender.

\$ _____ earnest money (\$0 if none stated) (check one) received for delivery to **OR** to be delivered to _____ escrow agent within _____ days (5 days if none stated) after "Acceptance Deadline" date. Selling Broker to be escrow agent if none specified above.

\$ _____ additional earnest money (\$0 if none stated) to be delivered to escrow agent within _____ days after the "Acceptance Deadline" date (15 days if none stated) or _____.

Buyer is requesting Seller to pay compensation to Selling Broker at Closing per the terms of the attached "Broker Compensation Rider" (Form #2109) and/or other compensation agreement. This is in addition to any credit at Closing listed above.

9/19/24

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_____/_____/_____
BUYER BUYER Initials BUYER and SELLER acknowledge they have read this page _____/_____
SELLER SELLER

43 Total purchase price, including any adjustments set forth in this contract, less any amount of Seller financing or of Seller's loan
44 being assumed as stipulated in this contract, if applicable, is to be paid at Closing by cashier's check, wire transfer or any form
45 acceptable to closing agent.

46 **4. METHOD OF FINANCING**

- 47 **Not Contingent Upon Financing.** This contract is not contingent upon financing; however, Buyer reserves the right to finance
48 any portion of the purchase price.
- 49 **Contingent Upon Financing.** Buyer agrees to do all things necessary, including, but not limited to the execution of a loan
50 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to
51 otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided
52 by Buyer's lender, to Seller or Listing Broker, of Buyer's inability to obtain a loan approval on the terms described below on
53 or before _____ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan
54 Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter
55 not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly
56 notify Seller or Listing Broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has
57 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from
58 lender. If Buyer has complied with the terms of this paragraph and has provided timely written notice to Seller or Listing Broker
59 of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to
60 Buyer, subject to paragraph 12.

61 **Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this**
62 **contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this**
63 **contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should**
64 **complete and attach to this contract an appropriate appraisal rider.**

65 Loan amount: _____ % of the purchase price **OR** \$ _____
66 Initial interest rate not to exceed: _____ %. Amortization term: _____ years
67 Other terms (none if blank): _____
68 LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____
69 RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

70 **5. CLOSING AND POSSESSION**

71 **Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title**
72 **company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company,**
73 **then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are**
74 **not protected by the title insurance underwriter.**

75 The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when
76 funds are received by Seller or Seller's title company. The Closing of this sale shall take place on
77 _____ or any other date that both parties agree in writing. Buyer will close at
78 _____, the title company which provides title insurance. Regardless of who closes
79 for Buyer, Seller may close at the title company of Seller's choice. Title will pass when the sale is closed. Seller to deliver
80 possession of the property and keys to Buyer no later than (check one only): Closing **OR** _____ m (time) of
81 _____ (date) **but in no event prior to Closing as defined above. All parties agree to sign Closing documents**
82 **at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above,**
83 **parties should complete the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in possession, Seller
84 warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of
85 possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract),
86 ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession.
87 Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements.
88 **Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.**

89 **6. RIDERS** The following riders or supplements are attached hereto and incorporated herein as a part of this contract.

- 90 Appraisal Rider (Form #2046) Possession by Buyer Prior to Closing (Form #2094)
91 Back-Up Contract (Form #2120) Possession by Seller After Closing (Form #2095)
92 Contingency for Sale and Closing of Buyer's Property (Form #2092) Rental Property Rider (Form #2096)
93 Contingency for Closing of Buyer's Property (Form #2092a) Residential Lease (Form #2118)
94 Condominiums, Villas or Similar Lifestyle Communities (Form #2059) Review of Indentures/Restrictive Covenants (Form #2143)
95 FHA Loan Provision Rider (Form #2135fha) VA Loan Provision Rider (Form #2135va)
96 Other: _____ Other: _____
97 Broker Compensation Rider (Form #2109)

98 **7. FRANCHISE DISCLOSURE**

99 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

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Seller shall pay for (where applicable):

- existing loans on property (if not assumed by Buyer);
- any expenses of Buyer’s loan agreed to in paragraph 3;
- title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by Seller, subject to paragraph 8;
- municipal, Conservation District and fire district inspection fees;
- special taxes and special assessments levied before Closing;
- real estate compensation to broker per separate written agreement and/or the applicable terms in this Contract; and
- agreed upon repairs.

Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of Closing (Seller to pay for last day):

- current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
- general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- district improvement assessments for current year; Buyer to pay thereafter;
- subdivision upkeep assessments and monthly condominium fee;
- interest (when Buyer assumes existing loan); and
- flat rate utility charges (including water, sewer, and trash).

10. INSPECTIONS, DISCLAIMERS, AND WARRANTIES

Within _____ days (10 days if none stated) after the “Acceptance Deadline” date (the “Inspection Period”), Buyer may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the property and improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-destroying insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities.** Buyer’s Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above, whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.**

Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or Listing Broker stating one of the following:

- (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or Listing Broker is not required. If Seller or Listing Broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of any inspections.
- (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer shall have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above, which together cover the substantial structural elements and systems of the property. Buyer shall provide such report(s) to Seller or Listing Broker, if requested by Seller.
- (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of _____ days (10 days if none stated) after date of Seller or Listing Broker’s receipt of the Inspection Notice (the “Resolution Period”) to reach a written agreement as to the requirements set forth in the Inspection Notice, or as to an agreed upon monetary adjustment, or the contract is terminated, and earnest money deposit to be returned to Buyer, subject to paragraph 12. During the Resolution Period, either a written commitment by Seller to meet the requirements originally submitted by Buyer in the Inspection Notice, or a written commitment by Buyer to accept the property without such requirements, shall constitute an “agreement” for purposes of this paragraph even after earlier negotiation failed to produce an agreement.

Buyer acknowledges: 1) that Listing Broker and Selling Broker do not have expertise in determining any defects that may be disclosed by any inspections; 2) that Buyer will not rely upon Listing Broker or Selling Broker in any way as to the selection of a particular company for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be available from more than one company and that the determination to select a particular company and the completeness and satisfaction of any said inspection, warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service company, title company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience; 5) that there have been no warranties, express or implied, by Seller or Brokers.

Home Warranty (Check one):

- Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale. Buyer may purchase one separately, if desired.
- Seller agrees to purchase, on or before Closing, a limited warranty or service agreement to be ordered by Listing Broker **OR** Selling Broker at a cost not to exceed \$_____ and further described _____.

9/19/24

Not for use before 10/15/24

_____/_____
BUYER BUYER

Initials BUYER and SELLER acknowledge they have read this page

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_____/_____
SELLER SELLER

221 **10a. INSURABILITY**

222 This contract is conditioned upon Buyer’s ability to obtain homeowner/hazard insurance for the property. If within _____ days
223 (10 days if none stated) after the “Acceptance Deadline” date (the “Insurability Period”), Buyer does not deliver to Seller or Seller’s
224 Broker a written notice from an insurance company of Buyer’s inability to obtain homeowner/hazard insurance on the property,
225 this condition shall be deemed waived and Buyer’s performance under this contract shall thereafter not be conditioned upon Buyer’s
226 obtaining insurance. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of
227 Buyer’s inability to obtain such insurance, then this contract shall be terminated with earnest money to be returned to Buyer, subject
228 to paragraph 12. **Note: If an inspection by the Buyer’s insurance company is required, it shall be completed prior to the**
229 **expiration of the Insurability Period. If the Buyer is obtaining a loan as referenced in paragraph 4, Buyer should**
230 **communicate insurance information to lender prior to Loan Contingency Date.**

231 **11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS**

232 Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other
233 required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and
234 improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within
235 _____ days (15 days if none stated) after the “Acceptance Deadline” date of any violations or requirements that Seller
236 will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate**
237 **any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of the**
238 **inspections prior to Closing.** In the event Seller notifies Buyer of Seller’s refusal to correct all violations, Buyer and Seller have
239 ten (10) days after date of Buyer's receipt of notification from Seller, in which to reach an agreement in writing as to which party will
240 complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction. **Note: A**
241 **monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance,**
242 **and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached within said ten (10) days, this
243 contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within said ten (10)
244 day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment within said ten
245 (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the original list provided
246 to Buyer by Seller shall also constitute an “agreement” for the purposes of this paragraph, even after earlier negotiations failed to
247 produce an agreement. In instances where the Buyer must make the occupancy permit request (application) to initiate the inspection
248 process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline” date. Nothing herein shall require Buyer to
249 close this sale if he is unable to obtain an occupancy permit after making a bonafide effort to do so. Buyer is cautioned not to rely on
250 government inspections but should satisfy himself as to the condition of the property (see paragraph 10). Governmental jurisdictions
251 vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Buyer
252 intends to have no more than _____ persons occupy the property.

253 **11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION**

254 If the property has a lawn irrigation system attached to the public water system, Seller must provide to Buyer, documentation (dated
255 within 12 months prior to Closing) from a certified back flow inspector indicating that the proper back flow prevention device is
256 installed and functioning properly.

257 **12. EARNEST MONEY**

258 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
259 within ten (10) banking days after the “Acceptance Deadline” date. Additional earnest money, if applicable, is to be deposited by
260 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
261 scheduled Closing date, shall be in the form of a cashier’s check or any other form acceptable to the escrow agent. If sale is closed,
262 earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for
263 services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
264 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account
265 until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine
266 its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent’s attorney fees will
267 be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable
268 law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds,
269 received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute,
270 Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing
271 date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected
272 Closing date.

273 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to**
274 **earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in**
275 **writing to be bound by the provisions of this contract before being named as the escrow agent.**

276 **13. REMEDIES**

277 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party
278 in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the
279 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as
280 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law
281 or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will
282 be reimbursed, and balance to go one-half to Seller, and one-half divided equally between Listing Broker and Selling Broker (if
283 working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from
284 liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in
285 Buyer's notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement
286 of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation
287 between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including
288 reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

289 **14. LOSS**

290 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered
291 by this contract are damaged or destroyed, Seller shall immediately notify Buyer or Selling Broker in writing of the damage or
292 destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing,
293 to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing,
294 and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be
295 restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or Selling Broker with a copy
296 of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for
297 Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance
298 proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive
299 a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract,
300 thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or
301 Selling Broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or Listing
302 Broker as to his election of (a) or (b) above within ten (10) days after the Buyer or Selling Broker's receipt of such information;
303 and if not received by Buyer or Selling Broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's
304 option and by written notice to Seller or Listing Broker, extend the Closing date up to ten (10) days, during which time Buyer may
305 make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If
306 the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to
307 paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

308 **15. ASSIGNABILITY OF CONTRACT**

309 This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of
310 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
311 obligations under the contract.

312 **16. MISCELLANEOUS PROVISIONS**

313 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central
314 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,
315 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed
316 in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and
317 there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified
318 or amended, in whole or in part, except in writing signed by all parties.

319 **17. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)**

320 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445]
321 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

322 **18. CONSTRUCTION**

323 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according
324 to the context. When the term "Listing Broker" is used, it refers to one of the following: a) a broker working for the Seller under an
325 agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term "Selling
326 Broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b) a broker
327 assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate.
328 The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). Listing Broker and Selling Broker
329 may be referred to collectively as "Broker" or "Brokers." **With the exception of the term "banking days" as used in paragraph
330 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

331 **19. ACCESS, FINAL WALK-THROUGH AND UTILITIES**

332 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers
333 selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon reasonable advance
334 notice to Seller. Buyer and Selling Broker may also be present during these inspections. Seller grants Buyer, Selling Broker, and
335 any inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to have
336 the utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to
337 confirm that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract, and that
338 repairs are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have all utilities turned on during the
339 period specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and
340 improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller's
341 obligation to complete improvements and repairs required by this contract.

342 **20. FLOOD PLAIN**

343 Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to
344 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer
345 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a
346 waiver by Buyer of this contingency.

347 **21. SPECIAL AGREEMENTS**

348 Special agreements between Buyer and Seller forming a part of this contract: _____
349 _____
350 _____
351 _____
352 _____
353 _____
354 _____

355 **22. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE**

356 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property. To the extent that
357 Broker provides or shares information about the property, the information comes from one or more other sources, is only an
358 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage
359 of property, and the available information about total square footage can vary depending upon the source, the measurement standard
360 that was used and the date of measurement. One source for total square footage is public information from the county assessor's
361 office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you wish to
362 have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional
363 appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square
364 foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an
365 approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable
366 and accurate information on lot size you should retain a licensed surveyor.

367 **23. SELLER'S DISCLOSURE STATEMENT (Check one)**

- 368 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this
369 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
370 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- 371 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date.
372 Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that
373 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency
374 shall be deemed as waived by Buyer.
- 375 No Seller's Disclosure Statement will be provided by Seller.
376 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this
377 contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is
378 discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab,
379 production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to
380 methamphetamine, Seller will attach a written description.

381 **Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract**

382 **24. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES**

383 Buyer and Seller confirm that disclosure of the licensee’s relationship was made no later than the first showing of the property,
384 upon first contact, or immediately upon the occurrence of a change to the relationship.

385 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling**
386 **Licensee.**

387 **Licensee assisting Seller is a: (Check appropriate box)**

- 388 Seller’s Agent: Licensee is acting on behalf of the Seller.
- 389 Buyer’s Agent: Licensee is acting on behalf of the Buyer.
- 390 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 391 Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 392 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

393 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

394 _____ (insert name of licensee) is a real
 395 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
 396 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
 397 an immediate family member of Seller Buyer Other Specify: _____

398 **Licensee assisting Buyer is a: (Check appropriate box)**

- 399 Buyer’s Agent: Licensee is acting on behalf of the Buyer.
- 400 Seller’s Agent: Licensee is acting on behalf of the Seller.
- 401 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 402 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 403 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 404 Subagent of Seller: Licensee is acting on behalf of the Seller.

405 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

406 _____ (insert name of licensee) is a real
 407 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
 408 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
 409 an immediate family member of Seller Buyer Other Specify: _____

410 **Sources of Compensation to Broker(s), including compensation and/or other amounts:**

- 411 Seller Buyer

412 If Seller has authorized the payment of compensation by Seller to Selling Broker, Seller agrees to pay the amount listed in the
 413 attached Broker Compensation Rider (Form #2109) and/or other compensation agreement. The amount of compensation paid by
 414 the Seller to the Selling Broker shall be credited to the compensation Buyer is obligated to pay Selling Broker. In no event shall
 415 Selling Broker collect more compensation than what Selling Broker agreed to receive in its written agreement with Buyer.

416 Seller and Buyer agree that their Brokers are third-party beneficiaries under this contract.

417 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

418 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
 419 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
 420 Transaction Act as adopted by the state of Missouri.

421 (Signature Lines Appear on the Following Page)

422 _____
 423 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**

424 **Broker's Firm State License ID#:** _____ **Broker's Firm State License ID#:** _____

425 **By (Signature):** _____ **By (Signature):** _____

426 **Printed Name:** _____ **Printed Name:** _____

427 **Licensee State License ID#:** _____ **Licensee State License ID#:** _____

428 **Date:** _____ **MLS ID:** _____ **Date:** _____ **MLS ID:** _____

429 **OFFER to be accepted by Seller by:** _____ **m of** _____

430 _____
 431 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**

432 _____
 433 **Buyer Printed Name** **Buyer Printed Name**

434 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

435 _____
 436 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**

437 _____
 438 **Seller Printed Name** **Seller Printed Name**

439 **OR** _____ **(initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**
 440 **(use Form #2164 Sale Contract Counteroffer Form).**

441 **OR** _____ **(initials) WE REJECT THIS OFFER.**
 442 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
 443 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form #2124 0710/24

BUYER'S NON-EXCLUSIVE AGENCY CONTRACT

_____ (“Buyer”) hereby appoints
_____ (hereinafter referred to as “Broker”) to act as a non-exclusive agent for Buyer
for the purpose of identifying and negotiating to acquire real property as described below. “Broker” shall refer to the brokerage and any
affiliated licensee. The term “acquire” or “acquisition” shall include the purchase, lease, exchange, or option of real estate.

TYPE OF PROPERTY SOUGHT

The type of property sought, as identified by its use, shall be: Residential Investment Commercial Lots Acreage/Farm
(check all that apply). Any additional specifications for the property sought are as follows:

Broker agrees to use reasonable effort and diligence to identify properties listed in the multiple listing service (“MLS”) that meet Buyer’s
specifications, as identified above, and to assist in negotiating terms and conditions for the acquisition of the said property.

TERM

This Agency Contract begins on the Effective Date and ends at 11:59 p.m. on _____ (“Expiration Date”), together
with any written extension or reduction thereof. The “Effective Date” shall be the date of final acceptance thereof, as indicated by the
date adjacent to the signature of the last party to sign this Agency Contract or (specify if otherwise) _____.
Buyer and Broker, with mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

PROTECTION PERIOD

If within _____ days (0 days if left blank) after the expiration of this Agency Contract (“Protection Period”), Buyer acquires any
property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However,
no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation
agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the closing
of that acquisition ~~of a home not shown under this agreement.~~

COMPENSATION FOR SERVICES

**Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject
to individual broker policy.**

Broker Compensation. If, during this Agency Contract, Buyer enters into a contract to acquire any type of real estate described
above, through services of Broker during the Term, Broker shall be due and payable at closing ~~(check one):~~

_____ % of purchase price (\$0 if none stated); ~~OR~~ \$ _____ ; as a flat amount fee (\$0 if none stated); ~~OR AND~~
Other: _____ (describe) _____ (N/A if left blank(s) are not filled

~~##~~). Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

Additional Compensation. Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
compensation Shall OR Shall Not (check one) be credited against any other compensation owed by Buyer to Broker and
shall be due and payable to Broker on (if applicable, check one):

- the Effective Date of this Agency Contract, which shall be deemed earned upon receipt.
- only if and on the same date that the other compensation above provided for is payable.

Unless otherwise agreed to in writing, Buyer ~~understands that~~ authorizes Broker ~~will endeavor to first collect the~~ negotiate for and
accept the compensation ~~described above~~ from the seller or listing broker, ~~provided the seller has expressly authorized such~~
~~compensation. If Broker receives any compensation from seller or listing broker for services covered by this Agency Contract, that~~
amount will be credited toward Buyer’s obligation to pay the above Compensation. If seller does not pay any compensation to broker,
Buyer shall be solely responsible for the sum of the compensation listed above. In no case shall the amount of compensation received
by Broker from all sources be greater than the amount of compensation listed in this agreement. ~~The source of compensation shall be~~
~~determined as follows:~~

9/19/24

Initials of Buyer to acknowledge they have read this page _____ / _____

Not for use before 10/15/24

46 ~~1) _____ If~~
47 ~~seller has authorized listing broker to pay cooperating compensation to Broker and the amount authorized by seller is equal to or greater~~
48 ~~than the compensation listed above, 100% of Broker's compensation shall be paid by listing broker;~~
49 ~~2) _____ If~~
50 ~~seller has authorized listing broker to pay compensation to Broker and the amount authorized by seller is less than the amount of~~
51 ~~compensation listed above, Buyer shall be responsible for the difference in the compensation listed above and the amount of Buyer's~~
52 ~~compensation that seller has authorized listing broker to pay to Broker; or,~~
53 ~~3) _____ If~~
54 ~~seller has not authorized listing broker to pay any compensation to Broker, Buyer shall be solely responsible for the sum of the~~
55 ~~compensation listed above. Buyer may wish to negotiate with the seller through the sale contract to have seller pay Broker's~~
56 ~~compensation.~~

57 **Note: ~~Under current Veteran's Affairs (VA) regulations, VA Buyers cannot pay compensation to the Broker. VA financed~~**
58 **~~transactions. Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions should~~**
59 **~~be conditioned upon the full compensation paid by the Seller or Listing Broker. Confirm the details of your program with your~~**
60 **~~lender.~~**

61 **DUAL AGENCY CONSENT**

62 _____ Does Buyer consent to Broker acting as a dual agent? (check one)
63 Yes No Not Applicable, because dual agency is not allowed by Broker's company policy. See the Dual Agent Duties and
64 Obligations outlined below.

65 **BUYER'S LIMITED AGENCY AS STARTING POINT**

66 Pursuant to this Agency Contract, Broker will initially be acting in the capacity of Buyer's limited agent, with the duties and obligations
67 of a buyer's limited agent under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that
68 from time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that seller, depending
69 on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or
70 require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different
71 brokerage relationship shall only be made upon Buyer's written consent, as required by rule or regulation.

72 **DESIGNATED AGENCY**

73 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents,
74 _____ is appointed as Buyer's Designated Agent. In the
75 event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed
76 to represent Buyer without further notice: (If a Designated Agent is appointed, the Designated Broker must sign this agreement.)
77 _____
78 _____

79 **REPRESENTATIONS**

80 By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

81 **BROKER'S ROLE**

82 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
83 engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns
84 exist.

85 **SPECIAL AGREEMENTS** (none if left blank)

86 _____
87 _____
88 _____
89 _____
90 _____

91 **BUYER AGREES:**

- 92 1) To not communicate directly with any seller of any real estate or seller's representative to whom Broker has introduced Buyer or
93 negotiated with for the purchase, option or exchange of real estate on behalf of Buyer.
94 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
95 Agency Contract.
96 3) To make themselves reasonably available and responsive for all purposes of this Contract.
97 4) To consult with Broker before contacting any other broker representing sellers or the sellers directly to avoid confusion over the
98 agency relationship and misunderstandings about liability for compensation.

- 99 **BUYER ACKNOWLEDGES:**
100 1) Having read the Dual Agency Duties and Obligations and Limited Agency Duties and Obligations provisions outlined below
101 provisions outlined below.
102 2) This agreement, according to Missouri law, establishes an agency relationship and, therefore, prohibits Broker from acting as a
103 transaction broker. Buyer authorizes Broker to offer subagency and to pay another broker or subagent a portion of the commission.
104 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
105 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a
106 timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance
107 policy.
108 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if applicable),
109 appraisal, verification of insurability, and title policy.

110 **REPRESENTING OTHER BUYER**

111 Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may
112 be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

113 **PREVIOUS REPRESENTATION**

114 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
115 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
116 Broker may not disclose any such confidential information to Buyer.

117 **FAILURE TO CLOSE**

118 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
119 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
120 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
121 for the benefit of Buyer in order to complete a closing.

122 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**

123 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
124 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
125 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer's privacy and the property's
126 smart technology integrity.

127 **SURVEILLANCE/RECORDING**

128 Notice to Buyer regarding recordings within the property.
129 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
130 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
131 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
132 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
133 and employees from any liability that may result from any recording in the property.

134 **NON-DISCRIMINATION**

135 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
136 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity and in accordance with all local, state, and
137 federal fair housing laws.

138 **REMEDIES**

139 If Buyer breaches this Agency Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
140 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
141 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
142 paragraph shall survive the expiration or any earlier termination of this Agency Contract.

143 **INDEMNIFICATION**

144 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's
145 fees) arising from Buyer's breach of this Contract to the extent allowed by law.

146 **FRANCHISE DISCLOSURE**

147 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

148 **MODIFICATION OF THIS AGENCY CONTRACT**

149 No modification of any of the terms of this Agency Contract shall be valid and binding upon the parties or entitled to enforcement
150 unless such modification has first been reduced to writing and signed by the parties.

151 **BROKER DISCLOSURE FORM**

152 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
153 a) on or before the signing of this Agency Contract, or b) upon the licensee obtaining any personal or financial information, whichever
154 occurs first.

155 **ELECTRONIC SIGNATURES**

156 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
157 Act adopted by the State of Missouri.

158 **Buyer and Broker agree that either party may acknowledge amendments to this Agency Contract by email communications**
159 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

160	_____	_____	_____	_____
161	BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE
162	_____	_____	_____	_____
163	Buyer Printed Name		Buyer Printed Name	
164	_____	_____	_____	_____
165	Buyer Current Address		Buyer Current Address	
166	_____	_____	_____	_____
167	Buyer City, State, Zip		Buyer City, State, Zip	
168	_____	_____	_____	_____
169	Buyer Email Address		Buyer Email Address	
170	_____	_____	_____	_____
171	Buyer Phone		Buyer Phone	
172	_____	_____	_____	_____
173	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
174			_____	
175			Authorized Agent Printed Name	
176			_____	
177			Authorized Agent Email	
178	_____	_____	_____	_____
179	BROKER SIGNATURE	DATE	Broker Printed Name	
180	<i>(if required by company policy or the practice of Designated Agency)</i>			

181 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

182 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (as required by 339.740 RSMo).**

- 183 1. A licensee representing a buyer or tenant as a buyer's or tenant's agent shall be a limited agent with the following duties and
184 obligations:
- 185 (1) To perform the terms of any written agreement made with the client;
 - 186 (2) To exercise reasonable skill and care for the client;
 - 187 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - 188 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
 - 189 other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - 190 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a
 - 191 party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
 - 192 (c) Disclosing to the client adverse material facts actually known or that should have been known by the licensee; and
 - 193 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of
 - 194 which are beyond the expertise of the licensee;
 - 195 (4) To account in a timely manner for all money and property received;
 - 196 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and
 - 197 regulations promulgated pursuant to those sections; and
 - 198 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and
 - 199 civil rights statutes or regulations.
- 200 2. A licensee acting as a buyer's agent shall not disclose any confidential information about the client unless disclosure is required by
- 201 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
- 202 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
- 203 professional committee. No cause of action for any person shall arise against a licensee acting as a buyer's agent for making any
- 204 required or permitted disclosure.
- 205 3. A licensee acting as a buyer's agent owes no duty or obligation to a customer, except that the licensee shall disclose to any customer
- 206 all adverse material facts actually known or that should have been known by the licensee. A buyer's agent owes no duty to conduct
- 207 an independent investigation of the client's financial condition for the benefit of the customer and owes no duty to independently
- 208 verify the accuracy or completeness of statements made by the client or any independent inspector.
- 209 4. A buyer's agent may show properties in which the client is interested to other prospective buyers without breaching any duty or
- 210 obligation to the client. This section shall not be construed to prohibit a buyer's agent from showing competing buyers the same
- 211 property and from assisting competing buyers in attempting to purchase or lease a particular property.
- 212 5. A client may agree in writing with a buyer's agent that other designated brokers may be retained and compensated as subagents.
- 213 Any designated broker acting on the buyer's behalf as a subagent shall be a limited agent with the obligations and responsibilities
- 214 set forth in subsections 1 to 4 of this section.

215 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

216 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
217 minimum, the following services:

- 218 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
- 219 property or the property the client or customer seeks to purchase or lease;
- 220 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
- 221 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
- 222 and
- 223 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

224 **DUAL AGENTS DUTIES AND OBLIGATIONS (as required by 339.750 RSMo).**

- 225 1. A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a
- 226 written agreement pursuant to section 339.780.
- 227 2. A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the duties and

- 228 obligations required by sections 339.730 and 339.740 unless otherwise provided for in this section.
229 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the
230 licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined
231 in section 339.710.
232 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information
233 pertains:
234 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
235 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
236 (3) What the motivating factors are for any client buying, selling, or leasing the property;
237 (4) That a client will agree to financing terms other than those offered; and
238 (5) The terms of any prior offers or counter offers made by any party.
239 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
240 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
241 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
242 professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted
243 disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
244 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual agent or
245 among persons within an entity engaged as a dual agent.

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form #2124 10/24

BUYER'S NON-EXCLUSIVE AGENCY CONTRACT

1 _____ (“Buyer”) hereby appoints
2 _____ (hereinafter referred to as “Broker”) to act as a non-exclusive agent for Buyer
3 for the purpose of identifying and negotiating to acquire real property as described below. “Broker” shall refer to the brokerage and any
4 affiliated licensee. The term “acquire” or “acquisition” shall include the purchase, lease, exchange, or option of real estate.

5 TYPE OF PROPERTY SOUGHT

6 The type of property sought, as identified by its use, shall be: Residential Investment Commercial Lots Acreage/Farm
7 (check all that apply). Any additional specifications for the property sought are as follows:
8 _____
9 _____
10 _____

11 Broker agrees to use reasonable effort and diligence to identify properties listed in the multiple listing service (“MLS”) that meet Buyer’s
12 specifications, as identified above, and to assist in negotiating terms and conditions for the acquisition of the said property.

13 TERM

14 This Agency Contract begins on the Effective Date and ends at 11:59 p.m. on _____ (“Expiration Date”), together
15 with any written extension or reduction thereof. The “Effective Date” shall be the date of final acceptance thereof, as indicated by the
16 date adjacent to the signature of the last party to sign this Agency Contract or (specify if otherwise) _____.
17 Buyer and Broker, with mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

18 PROTECTION PERIOD

19 If within _____ days (0 days if left blank) after the expiration of this Agency Contract (“Protection Period”), Buyer acquires any
20 property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However,
21 no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation
22 agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the closing
23 of that acquisition.

24 COMPENSATION FOR SERVICES

25 **Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject**
26 **to individual broker policy.**

27 **Broker Compensation.** If, during this Agency Contract, Buyer enters into a contract to acquire any type of real estate described
28 above, through services of Broker during the Term, Broker shall be due and payable at closing:
29 _____ % of purchase price (\$0 if none stated), \$ _____ as a flat amount (\$0 if none stated), **AND** Other: (describe)
30 _____ (N/A if left blank).
31

Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

32 **Additional Compensation.** Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
33 compensation Shall **OR** Shall Not (check one) be credited against any other compensation owed by Buyer to Broker and shall
34 be due and payable to Broker on (if applicable, check one):

- 35 the Effective Date of this Agency Contract, which shall be deemed earned upon receipt.
36 only if and on the same date that the other compensation above provided for is payable.

37 Unless otherwise agreed to in writing, Buyer authorizes Broker to negotiate for and accept the compensation from the seller or listing
38 broker. If Broker receives any compensation from seller or listing broker for services covered by this Agency Contract, that amount will
39 be credited toward Buyer’s obligation to pay the above Compensation. If seller does not pay any compensation to broker, Buyer shall
40 be solely responsible for the sum of the compensation listed above. In no case shall the amount of compensation received by Broker
41 from all sources be greater than the amount of compensation listed in this agreement.

42 **Note: Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions should be**
43 **conditioned upon the full compensation paid by the Seller or Listing Broker. Confirm the details of your program with your**
44 **lender.**

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DUAL AGENCY CONSENT

Does Buyer consent to Broker acting as a dual agent? *(check one)*

Yes No Not Applicable, because dual agency is not allowed by Broker's company policy. See the Dual Agent Duties and Obligations outlined below.

BUYER'S LIMITED AGENCY AS STARTING POINT

Pursuant to this Agency Contract, Broker will initially be acting in the capacity of Buyer's limited agent, with the duties and obligations of a buyer's limited agent under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that from time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that seller, depending on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different brokerage relationship shall only be made upon Buyer's written consent, as required by rule or regulation.

DESIGNATED AGENCY

If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents, _____ is appointed as Buyer's Designated Agent. In the event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed to represent Buyer without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this agreement.)*

REPRESENTATIONS

By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

BROKER'S ROLE

Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks, engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns exist.

SPECIAL AGREEMENTS *(none if left blank)*

BUYER AGREES:

- 1) To not communicate directly with any seller of any real estate or seller's representative to whom Broker has introduced Buyer or negotiated with for the purchase, option or exchange of real estate on behalf of Buyer.
- 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this Agency Contract.
- 3) To make themselves reasonably available and responsive for all purposes of this Contract.
- 4) To consult with Broker before contacting any other broker representing sellers or the sellers directly to avoid confusion over the agency relationship and misunderstandings about liability for compensation.

BUYER ACKNOWLEDGES:

- 1) Having read the Dual Agency Duties and Obligations and Limited Agency Duties and Obligations provisions outlined below provisions outlined below.
- 2) This agreement, according to Missouri law, establishes an agency relationship and, therefore, prohibits Broker from acting as a transaction broker. Buyer authorizes Broker to offer subagency and to pay another broker or subagent a portion of the commission.
- 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance policy.
- 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if applicable), appraisal, verification of insurability, and title policy.

REPRESENTING OTHER BUYER

Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

97 **PREVIOUS REPRESENTATION**
98 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
99 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
100 Broker may not disclose any such confidential information to Buyer.

101 **FAILURE TO CLOSE**
102 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
103 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
104 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
105 for the benefit of Buyer in order to complete a closing.

106 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**
107 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
108 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
109 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer's privacy and the property's
110 smart technology integrity.

111 **SURVEILLANCE/RECORDING**
112 Notice to Buyer regarding recordings within the property.
113 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
114 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
115 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
116 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
117 and employees from any liability that may result from any recording in the property.

118 **NON-DISCRIMINATION**
119 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
120 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity and in accordance with all local, state, and
121 federal fair housing laws.

122 **REMEDIES**
123 If Buyer breaches this Agency Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
124 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
125 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
126 paragraph shall survive the expiration or any earlier termination of this Agency Contract.

127 **INDEMNIFICATION**
128 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's
129 fees) arising from Buyer's breach of this Contract to the extent allowed by law.

130 **FRANCHISE DISCLOSURE**
131 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

132 **MODIFICATION OF THIS AGENCY CONTRACT**
133 No modification of any of the terms of this Agency Contract shall be valid and binding upon the parties or entitled to enforcement
134 unless such modification has first been reduced to writing and signed by the parties.

135 **BROKER DISCLOSURE FORM**
136 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
137 a) on or before the signing of this Agency Contract, or b) upon the licensee obtaining any personal or financial information, whichever
138 occurs first.

139 **ELECTRONIC SIGNATURES**
140 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
141 Act adopted by the State of Missouri.

142 **Buyer and Broker agree that either party may acknowledge amendments to this Agency Contract by email communications**
143 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

144	_____	_____	_____	_____
145	BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE
146	_____	_____	_____	_____
147	Buyer Printed Name		Buyer Printed Name	
148	_____	_____	_____	_____
149	Buyer Current Address		Buyer Current Address	
150	_____	_____	_____	_____
151	Buyer City, State, Zip		Buyer City, State, Zip	
152	_____	_____	_____	_____
153	Buyer Email Address		Buyer Email Address	
154	_____	_____	_____	_____
155	Buyer Phone		Buyer Phone	
156	_____	_____	_____	_____
157	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
158			_____	_____
159			Authorized Agent Printed Name	
160			_____	_____
161			Authorized Agent Email	
162	_____	_____	_____	_____
163	BROKER SIGNATURE	DATE	Broker Printed Name	
164	<i>(if required by company policy or the practice of Designated Agency)</i>			

EDUCATION

165 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

166 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (as required by 339.740 RSMo).**

- 167 1. A licensee representing a buyer or tenant as a buyer's or tenant's agent shall be a limited agent with the following duties and
168 obligations:
- 169 (1) To perform the terms of any written agreement made with the client;
 - 170 (2) To exercise reasonable skill and care for the client;
 - 171 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - 172 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
173 other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - 174 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a
175 party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
 - 176 (c) Disclosing to the client adverse material facts actually known or that should have been known by the licensee; and
 - 177 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of
178 which are beyond the expertise of the licensee;
 - 179 (4) To account in a timely manner for all money and property received;
 - 180 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and
181 regulations promulgated pursuant to those sections; and
 - 182 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and
183 civil rights statutes or regulations.
- 184 2. A licensee acting as a buyer's agent shall not disclose any confidential information about the client unless disclosure is required by
185 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
186 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
187 professional committee. No cause of action for any person shall arise against a licensee acting as a buyer's agent for making any
188 required or permitted disclosure.
- 189 3. A licensee acting as a buyer's agent owes no duty or obligation to a customer, except that the licensee shall disclose to any customer
190 all adverse material facts actually known or that should have been known by the licensee. A buyer's agent owes no duty to conduct
191 an independent investigation of the client's financial condition for the benefit of the customer and owes no duty to independently
192 verify the accuracy or completeness of statements made by the client or any independent inspector.
- 193 4. A buyer's agent may show properties in which the client is interested to other prospective buyers without breaching any duty or
194 obligation to the client. This section shall not be construed to prohibit a buyer's agent from showing competing buyers the same
195 property and from assisting competing buyers in attempting to purchase or lease a particular property.
- 196 5. A client may agree in writing with a buyer's agent that other designated brokers may be retained and compensated as subagents.
197 Any designated broker acting on the buyer's behalf as a subagent shall be a limited agent with the obligations and responsibilities
198 set forth in subsections 1 to 4 of this section.

199 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

200 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
201 minimum, the following services:

- 202 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
203 property or the property the client or customer seeks to purchase or lease;
- 204 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
205 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
206 and
- 207 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

208 **DUAL AGENTS DUTIES AND OBLIGATIONS (as required by 339.750 RSMo).**

- 209 1. A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a
210 written agreement pursuant to section 339.780.
- 211 2. A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the duties and
212 obligations required by sections 339.730 and 339.740 unless otherwise provided for in this section.
- 213 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the
214 licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined
215 in section 339.710.
- 216 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information
217 pertains:
 - 218 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - 219 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - 220 (3) What the motivating factors are for any client buying, selling, or leasing the property;
 - 221 (4) That a client will agree to financing terms other than those offered; and
 - 222 (5) The terms of any prior offers or counter offers made by any party.

- 223 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
224 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
225 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
226 professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted
227 disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
228 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual agent or
229 among persons within an entity engaged as a dual agent.

EDUCATION

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Form # 2125 0710/24

BUYER'S EXCLUSIVE AGENCY CONTRACT

1 _____ ("Buyer") hereby appoints
2 _____ (hereinafter referred to as "Broker") to act as the Buyer's exclusive limited
3 agent for the purpose of identifying and negotiating to acquire real property as described below. "Broker" shall refer to the brokerage
4 and any affiliated licensee. The term "acquire" or "acquisition" shall include the purchase, lease, exchange, or option of real estate.

5 TYPE OF PROPERTY SOUGHT

6 The type of property sought, as identified by its use, shall be Residential Investment Commercial Lots Acreage/Farm
7 (check all that apply). Any additional specifications for the property sought are as follows:
8 _____
9 _____
10 _____

11 Broker agrees to use reasonable effort and diligence to identify properties listed in the multiple listing service ("MLS") that meet Buyer's
12 specifications, as identified above, and to assist in negotiating terms and conditions for the acquisition of the said property.

13 Buyer (check one) Is OR Is Not a party to other buyer's representation agreement(s). If the Buyer is a party to other buyer
14 representation agreement(s), those agreement(s) shall not be for the same type of property(s) listed under Type of Property Sought.

15 TERM

16 This Agency Contract begins on the Effective Date and ends at 11:59 p.m. on _____ ("Expiration Date"), together
17 with any written extension or reduction thereof. The "Effective Date" shall be the date of final acceptance thereof, as indicated by the
18 date adjacent to the signature of the last party to sign this Agency Contract or (specify if otherwise) _____.
19 Buyer will refer all inquiries and prospects Buyer may receive during the Term from any source to Broker, to avoid the possibility of
20 confusion over brokerage and agency relationships and misunderstandings about liability for compensation. Buyer and Broker, with
21 mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

22 PROTECTION PERIOD

23 If within _____ days (0 days if left blank) after the expiration of this Agency Contract ("Protection Period"), Buyer acquires any
24 property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However,
25 no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation
26 agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the
27 acquisition of a home not shown under this agreement.

28 COMPENSATION FOR SERVICES

29 Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject
30 to individual broker policy.

31 **Broker Compensation.** If, during this Agency Contract, Buyer enters into a contract to acquire any type of real estate described above,
32 whether through services of Broker, Buyer, or any other broker or person during the Term, Broker shall be due and payable at closing

33 (check one):
34 % of purchase price (\$0 if none stated); OR \$ _____ ÷ as a flat amount fee (\$0 if none stated); OR AND
35 Other: _____ (describe) _____
36 _____ (N/A if left blank(s) are not filled
37 in). Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

38 **Additional Compensation.** Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
39 compensation Shall OR Shall Not (check one) be credited against any other compensation owed by Buyer to Broker and
40 shall be due and payable to Broker on (if applicable, check one):

- 41 the Effective Date of this Agency Contract, which shall be deemed earned upon receipt.
- 42 only if and on the same date that the other compensation above provided for is payable.

43 Unless otherwise agreed to in writing, Buyer understands that authorizes Broker will endeavor to first collect the negotiate for and
44 accept the compensation described above from the seller or listing broker, provided the seller has expressly authorized such

45 ~~compensation. If Broker receives any compensation from seller or listing broker for services covered by this Agency Contract, that~~
46 ~~amount will be credited toward Buyer's obligation to pay the above Compensation. If seller does not pay any compensation to Broker,~~
47 ~~Buyer shall be solely responsible for the sum of the compensation listed above.~~ In no case shall the amount of compensation received
48 by Broker from all sources be greater than the amount of compensation listed in this agreement. ~~The source of compensation shall be~~
49 ~~determined as follows:~~

50 1) _____ If
51 seller has authorized listing broker to pay cooperating compensation to Broker and the amount authorized by seller is equal to or greater
52 than the compensation listed above, 100% of Broker's compensation shall be paid by listing broker;

53 2) _____ If
54 seller has authorized listing broker to pay compensation to Broker and the amount authorized by seller is less than the amount of
55 compensation listed above, Buyer shall be responsible for the difference in the compensation listed above and the amount of Buyer's
56 compensation that seller has authorized listing broker to pay to Broker; or,

57 3) _____ If
58 seller has not authorized listing broker to pay any compensation to Broker, Buyer shall be solely responsible for the sum of the
59 compensation listed above. Buyer may wish to negotiate with the seller through the sale contract to have seller pay Broker's
60 compensation.

61 **Note: Under current Veteran's Affairs (VA) regulations, VA Buyers cannot pay compensation to the Broker. VA financed**
62 **transactions Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions should**
63 **be conditioned upon the full compensation paid by the Owner or Broker. Confirm the details of your program with your lender.**

64 **DUAL AGENCY CONSENT**

65 Does Buyer consent to Broker acting as a dual agent? (check one)

66 Yes No Not Applicable because dual agency is not allowed by Broker's company policy. See the Dual Agent Duties and
67 Obligations outlined below.

68 **BUYER'S LIMITED AGENCY AS STARTING POINT**

69 Pursuant to this Agency Contract, Broker will initially be acting in the capacity of Buyer's limited agent, with the duties and obligations
70 of a buyer's limited agent under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that
71 from time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that seller, depending
72 on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or
73 require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different
74 brokerage relationship shall only be made upon Buyer's written consent, as required by rule or regulation.

75 **DESIGNATED AGENCY**

76 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents,
77 _____ is appointed as Buyer's Designated Agent. In the
78 event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed
79 to represent Buyer without further notice: (If a Designated Agent is appointed, the Designated Broker must sign this agreement.)
80 _____
81 _____

82 **REPRESENTATIONS**

83 By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

84 **BROKER'S ROLE**

85 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
86 engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns
87 exist.

88 **SPECIAL AGREEMENTS (none if left blank)**

89 _____
90 _____
91 _____
92 _____
93 _____

94 **BUYER AGREES:**

95 1) To refer information Buyer may receive during the Term of this Agency Contract for the type of property sought, from any source
96 to Broker, to avoid the possibility of confusion over agency relationship and misunderstandings about liability for compensation.
97 To work exclusively with Broker to identify and acquire the type of property sought during the Term of this Agency Contract.

- 98 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
99 Agency Contract.
100 3) To make themselves reasonably available and responsive for all purposes of this Contract.
101 4) To consult with Broker before visiting any new or existing property of the type sought or contacting any other broker representing
102 sellers to avoid confusion over the agency relationship and misunderstandings about liability for compensation.
103 5) To not enter into another exclusive buyer representation agreement(s) or similar agreement(s) that conflicts with this Contract, prior to
104 termination of this Contract.

105 **BUYER ACKNOWLEDGES:**

- 106 1) Having read the Dual Agency Duties and Obligations provisions outlined below.
107 2) This agreement, according to Missouri law, establishes an agency relationship and, therefore, prohibits Broker from acting as a
108 transaction broker. Buyer authorizes Broker to offer subagency and to pay another broker or subagent a portion of the commission.
109 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
110 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a
111 timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance
112 policy.
113 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if applicable),
114 appraisal, verification of insurability, and title policy.

115 **REPRESENTING OTHER BUYER**

116 Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may
117 be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

118 **PREVIOUS REPRESENTATION**

119 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
120 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
121 Broker may not disclose any such confidential information to Buyer.

122 **FAILURE TO CLOSE**

123 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
124 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
125 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
126 for the benefit of Buyer in order to complete a closing.

127 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**

128 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
129 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
130 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer's privacy and the property's
131 smart technology integrity.

132 **SURVEILLANCE/RECORDING**

133 Notice to Buyer regarding recordings within the property.
134 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
135 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
136 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
137 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
138 and employees from any liability that may result from any recording in the property.

139 **NON-DISCRIMINATION**

140 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
141 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity, and in accordance with all local, state, and federal
142 fair housing laws.

143 **REMEDIES**

144 If Buyer breaches this Agency Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
145 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
146 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
147 paragraph shall survive the expiration or any earlier termination of this Agency Contract.

148 **INDEMNIFICATION**

149 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's
150 fees) arising from Buyer's breach of this Contract to the extent allowed by law.

151 **FRANCHISE DISCLOSURE**

152 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

EDUCATIONVAL

153 **MODIFICATION OF THIS AGENCY CONTRACT**

154 No modification of any of the terms of this Agency Contract shall be valid and binding upon the parties or entitled to enforcement unless
155 such modification has first been reduced to writing and signed by the parties.

156 **BROKER DISCLOSURE FORM**

157 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
158 a) on or before the signing of this Agency Contract, or b) upon the Broker obtaining any personal or financial information, whichever
159 occurs first.

160 **ELECTRONIC SIGNATURES**

161 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
162 Act adopted by the State of Missouri.

163 **Buyer and Broker agree that either party may acknowledge amendments to this Agency Contract by email communications**
164 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

165 _____
166 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

167 _____
168 Buyer Printed Name Buyer Printed Name

169 _____
170 Buyer Current Address Buyer Current Address

171 _____
172 Buyer City, State, Zip Buyer City, State, Zip

173 _____
174 Buyer Email Address Buyer Email Address

175 _____
176 Buyer Phone Buyer Phone

177 _____
178 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

179 _____
180 Authorized Agent Printed Name

181 _____
182 Authorized Agent Email

183 _____
184 BROKER SIGNATURE DATE Broker Printed Name
185 *(if required by company policy or the practice of Designated Agency)*

186 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

187 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (as required by 339.740 RSMo).**

- 188 1. A licensee representing a buyer or tenant as a buyer's or tenant's agent shall be a limited agent with the following duties and
189 obligations:
- 190 (1) To perform the terms of any written agreement made with the client;
 - 191 (2) To exercise reasonable skill and care for the client;
 - 192 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - 193 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
194 other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - 195 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a
196 party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
 - 197 (c) Disclosing to the client adverse material facts actually known or that should have been known by the licensee; and
 - 198 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of
199 which are beyond the expertise of the licensee;
 - 200 (4) To account in a timely manner for all money and property received;
 - 201 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and
202 regulations promulgated pursuant to those sections; and
 - 203 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and
204 civil rights statutes or regulations.
- 205 2. A licensee acting as a buyer's agent shall not disclose any confidential information about the client unless disclosure is required by
206 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
207 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
208 professional committee. No cause of action for any person shall arise against a licensee acting as a buyer's agent for making any
209 required or permitted disclosure.
- 210 3. A licensee acting as a buyer's agent owes no duty or obligation to a customer, except that the licensee shall disclose to any customer
211 all adverse material facts actually known or that should have been known by the licensee. A buyer's agent owes no duty to conduct
212 an independent investigation of the client's financial condition for the benefit of the customer and owes no duty to independently
213 verify the accuracy or completeness of statements made by the client or any independent inspector.
- 214 4. A buyer's agent may show properties in which the client is interested to other prospective buyers without breaching any duty or
215 obligation to the client. This section shall not be construed to prohibit a buyer's agent from showing competing buyers the same
216 property and from assisting competing buyers in attempting to purchase or lease a particular property.
- 217 5. A client may agree in writing with a buyer's agent that other designated brokers may be retained and compensated as subagents.
218 Any designated broker acting on the buyer's behalf as a subagent shall be a limited agent with the obligations and responsibilities
219 set forth in subsections 1 to 4 of this section.

220 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

221 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
222 minimum, the following services:

- 223 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
224 property or the property the client or customer seeks to purchase or lease;
- 225 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
226 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
227 and
- 228 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

229 **DUAL AGENTS DUTIES AND OBLIGATIONS (as required by 339.750 RSMo).**

- 230 1. A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a written
231 agreement pursuant to section 339.780.
- 232 2. A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the duties and obligations
233 required by sections 339.730 and 339.740 unless otherwise provided for in this section.
- 234 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the licensee
235 gains from the other client if the information is material to the transaction unless it is confidential information as defined in section
236 339.710.
- 237 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:
 - 238 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - 239 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - 240 (3) What the motivating factors are for any client buying, selling, or leasing the property;
 - 241 (4) That a client will agree to financing terms other than those offered; and
 - 242 (5) The terms of any prior offers or counter offers made by any party.

- 243
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249
5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

EDUCATION

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form # 2125 10/24

BUYER'S EXCLUSIVE AGENCY CONTRACT

_____ (“Buyer”) hereby appoints
_____ (hereinafter referred to as “Broker”) to act as the Buyer’s exclusive limited
agent for the purpose of identifying and negotiating to acquire real property as described below. “Broker” shall refer to the brokerage
and any affiliated licensee. The term “acquire” or “acquisition” shall include the purchase, lease, exchange, or option of real estate.

TYPE OF PROPERTY SOUGHT

The type of property sought, as identified by its use, shall be Residential Investment Commercial Lots Acreage/Farm
(check all that apply). Any additional specifications for the property sought are as follows:

Broker agrees to use reasonable effort and diligence to identify properties listed in the multiple listing service (“MLS”) that meet Buyer’s
specifications, as identified above, and to assist in negotiating terms and conditions for the acquisition of the said property.

Buyer (check one) Is OR Is Not a party to other buyer’s representation agreement(s). If the Buyer is a party to other buyer
representation agreement(s), those agreement(s) shall not be for the same type of property(s) listed under Type of Property Sought.

TERM

This Agency Contract begins on the Effective Date and ends at 11:59 p.m. on _____ (“Expiration Date”), together
with any written extension or reduction thereof. The “Effective Date” shall be the date of final acceptance thereof, as indicated by the
date adjacent to the signature of the last party to sign this Agency Contract or (specify if otherwise) _____.
Buyer will refer all inquiries and prospects Buyer may receive during the Term from any source to Broker, to avoid the possibility of
confusion over brokerage and agency relationships and misunderstandings about liability for compensation. Buyer and Broker, with
mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

PROTECTION PERIOD

If within _____ days (0 days if left blank) after the expiration of this Agency Contract (“Protection Period”), Buyer acquires any
property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However,
no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation
agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the
acquisition of a home not shown under this agreement.

COMPENSATION FOR SERVICES

**Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject
to individual broker policy.**

Broker Compensation. If, during this Agency Contract, Buyer enters into a contract to acquire any type of real estate described above,
whether through services of Broker, Buyer, or any other broker or person during the Term, Broker shall be due and payable at closing:
_____ % of purchase price (\$0 if none stated), \$ _____ as a flat amount (\$0 if none stated), AND Other: (describe)
_____. (N/A if left blank). Buyer agrees
that the compensation above is the voluntary and knowing choice of Buyer.

Additional Compensation. Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
compensation Shall OR Shall Not (check one) be credited against any other compensation owed by Buyer to Broker and shall
be due and payable to Broker on (if applicable, check one):

- the Effective Date of this Agency Contract, which shall be deemed earned upon receipt.
- only if and on the same date that the other compensation above provided for is payable.

Unless otherwise agreed to in writing, Buyer authorizes Broker to negotiate for and accept the compensation from the seller or listing
broker. If Broker receives any compensation from seller or listing broker for services covered by this Agency Contract, that amount will
be credited toward Buyer’s obligation to pay the above Compensation. If seller does not pay any compensation to Broker, Buyer shall

44 be solely responsible for the sum of the compensation listed above. In no case shall the amount of compensation received by Broker
45 from all sources be greater than the amount of compensation listed in this agreement.

46 **Note: Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions should be**
47 **conditioned upon the full compensation paid by the Owner or Broker. Confirm the details of your program with your lender.**

48 **DUAL AGENCY CONSENT**

49 Does Buyer consent to Broker acting as a dual agent? *(check one)*

50 Yes No Not Applicable because dual agency is not allowed by Broker's company policy. See the Dual Agent Duties and
51 Obligations outlined below.

52 **BUYER'S LIMITED AGENCY AS STARTING POINT**

53 Pursuant to this Agency Contract, Broker will initially be acting in the capacity of Buyer's limited agent, with the duties and obligations
54 of a buyer's limited agent under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that
55 from time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that seller, depending
56 on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or
57 require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different
58 brokerage relationship shall only be made upon Buyer's written consent, as required by rule or regulation.

59 **DESIGNATED AGENCY**

60 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents,
61 _____ is appointed as Buyer's Designated Agent. In the
62 event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed
63 to represent Buyer without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this agreement.)*
64 _____
65 _____

66 **REPRESENTATIONS**

67 By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

68 **BROKER'S ROLE**

69 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
70 engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns
71 exist.

72 **SPECIAL AGREEMENTS** *(none if left blank)*

73 _____
74 _____
75 _____
76 _____
77 _____

78 **BUYER AGREES:**

- 79 1) To refer information Buyer may receive during the Term of this Agency Contract for the type of property sought, from any source
80 to Broker, to avoid the possibility of confusion over agency relationship and misunderstandings about liability for compensation.
81 To work exclusively with Broker to identify and acquire the type of property sought during the Term of this Agency Contract.
82 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
83 Agency Contract.
84 3) To make themselves reasonably available and responsive for all purposes of this Contract.
85 4) To consult with Broker before visiting any new or existing property of the type sought or contacting any other broker representing
86 sellers to avoid confusion over the agency relationship and misunderstandings about liability for compensation.
87 5) To not enter into another exclusive buyer representation agreement(s) or similar agreement(s) that conflicts with this Contract, prior to
88 termination of this Contract.

89 **BUYER ACKNOWLEDGES:**

- 90 1) Having read the Dual Agency Duties and Obligations provisions outlined below.
91 2) This agreement, according to Missouri law, establishes an agency relationship and, therefore, prohibits Broker from acting as a
92 transaction broker. Buyer authorizes Broker to offer subagency and to pay another broker or subagent a portion of the commission.
93 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
94 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a

95 timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance
96 policy.
97 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if applicable),
98 appraisal, verification of insurability, and title policy.

99 **REPRESENTING OTHER BUYER**

100 Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may
101 be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

102 **PREVIOUS REPRESENTATION**

103 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
104 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
105 Broker may not disclose any such confidential information to Buyer.

106 **FAILURE TO CLOSE**

107 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
108 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
109 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
110 for the benefit of Buyer in order to complete a closing.

111 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**

112 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
113 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
114 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer's privacy and the property's
115 smart technology integrity.

116 **SURVEILLANCE/RECORDING**

117 Notice to Buyer regarding recordings within the property.
118 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
119 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
120 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
121 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
122 and employees from any liability that may result from any recording in the property.

123 **NON-DISCRIMINATION**

124 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
125 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity, and in accordance with all local, state, and federal
126 fair housing laws.

127 **REMEDIES**

128 If Buyer breaches this Agency Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
129 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
130 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
131 paragraph shall survive the expiration or any earlier termination of this Agency Contract.

132 **INDEMNIFICATION**

133 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's
134 fees) arising from Buyer's breach of this Contract to the extent allowed by law.

135 **FRANCHISE DISCLOSURE**

136 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

137 **MODIFICATION OF THIS AGENCY CONTRACT**

138 No modification of any of the terms of this Agency Contract shall be valid and binding upon the parties or entitled to enforcement unless
139 such modification has first been reduced to writing and signed by the parties.

140 **BROKER DISCLOSURE FORM**

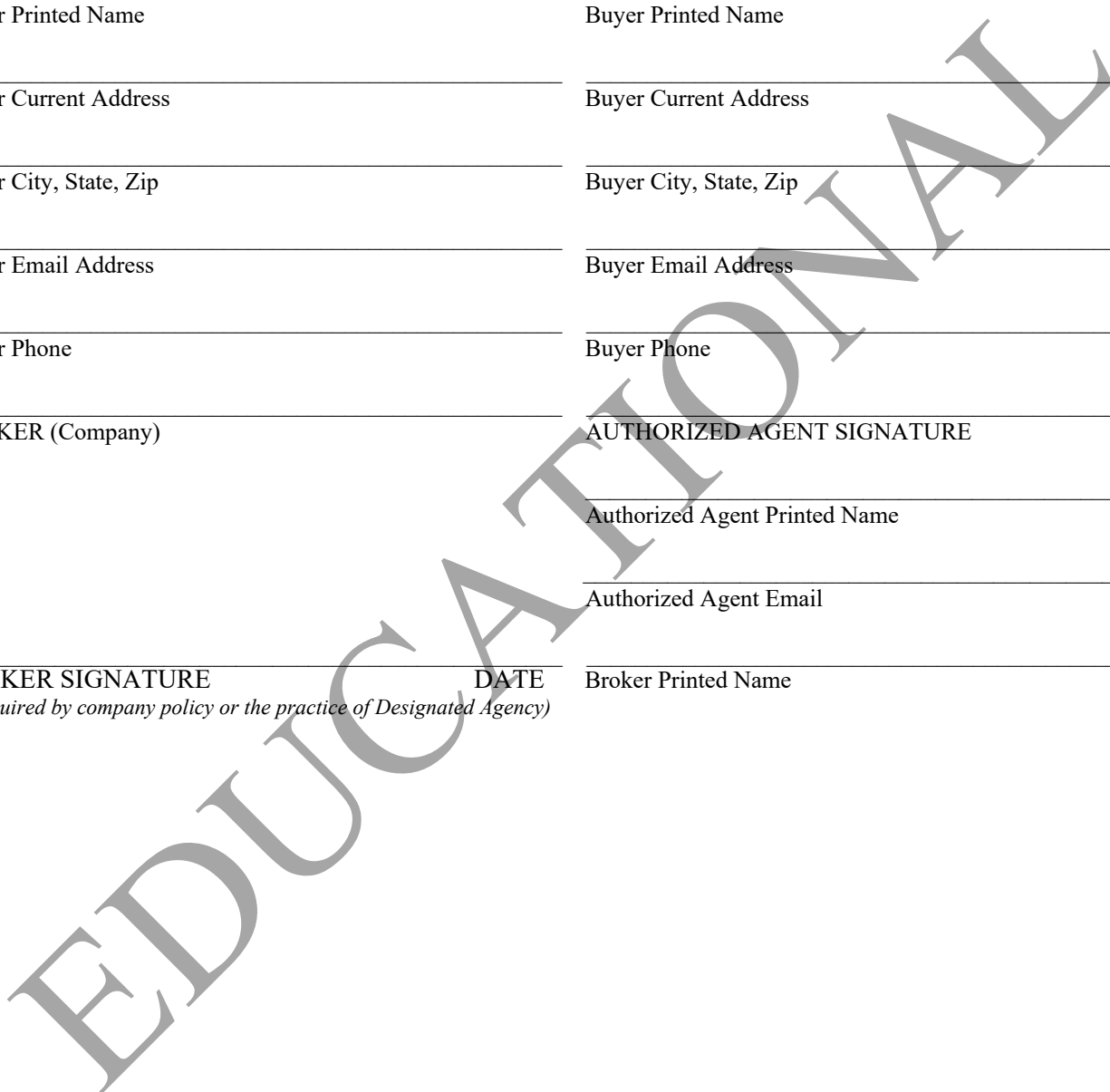
141 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
142 a) on or before the signing of this Agency Contract, or b) upon the Broker obtaining any personal or financial information, whichever
143 occurs first.

144 **ELECTRONIC SIGNATURES**

145 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
146 Act adopted by the State of Missouri.

147 **Buyer and Broker agree that either party may acknowledge amendments to this Agency Contract by email communications**
148 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

149	_____	_____	_____	_____
150	BUYER SIGNATURE	DATE	BUYER SIGNATURE	DATE
151	_____	_____	_____	_____
152	Buyer Printed Name		Buyer Printed Name	
153	_____	_____	_____	_____
154	Buyer Current Address		Buyer Current Address	
155	_____	_____	_____	_____
156	Buyer City, State, Zip		Buyer City, State, Zip	
157	_____	_____	_____	_____
158	Buyer Email Address		Buyer Email Address	
159	_____	_____	_____	_____
160	Buyer Phone		Buyer Phone	
161	_____	_____	_____	_____
162	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
163			_____	_____
164			Authorized Agent Printed Name	
165			_____	_____
166			Authorized Agent Email	
167	_____	_____	_____	_____
168	BROKER SIGNATURE	DATE	Broker Printed Name	
169	<i>(if required by company policy or the practice of Designated Agency)</i>			



170 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

171 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (as required by 339.740 RSMo).**

- 172 1. A licensee representing a buyer or tenant as a buyer's or tenant's agent shall be a limited agent with the following duties and
173 obligations:
- 174 (1) To perform the terms of any written agreement made with the client;
 - 175 (2) To exercise reasonable skill and care for the client;
 - 176 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - 177 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
178 other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - 179 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a
180 party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
 - 181 (c) Disclosing to the client adverse material facts actually known or that should have been known by the licensee; and
 - 182 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of
183 which are beyond the expertise of the licensee;
 - 184 (4) To account in a timely manner for all money and property received;
 - 185 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and
186 regulations promulgated pursuant to those sections; and
 - 187 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and
188 civil rights statutes or regulations.
- 189 2. A licensee acting as a buyer's agent shall not disclose any confidential information about the client unless disclosure is required by
190 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
191 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
192 professional committee. No cause of action for any person shall arise against a licensee acting as a buyer's agent for making any
193 required or permitted disclosure.
- 194 3. A licensee acting as a buyer's agent owes no duty or obligation to a customer, except that the licensee shall disclose to any customer
195 all adverse material facts actually known or that should have been known by the licensee. A buyer's agent owes no duty to conduct
196 an independent investigation of the client's financial condition for the benefit of the customer and owes no duty to independently
197 verify the accuracy or completeness of statements made by the client or any independent inspector.
- 198 4. A buyer's agent may show properties in which the client is interested to other prospective buyers without breaching any duty or
199 obligation to the client. This section shall not be construed to prohibit a buyer's agent from showing competing buyers the same
200 property and from assisting competing buyers in attempting to purchase or lease a particular property.
- 201 5. A client may agree in writing with a buyer's agent that other designated brokers may be retained and compensated as subagents.
202 Any designated broker acting on the buyer's behalf as a subagent shall be a limited agent with the obligations and responsibilities
203 set forth in subsections 1 to 4 of this section.

204 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

205 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
206 minimum, the following services:

- 207 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
208 property or the property the client or customer seeks to purchase or lease;
- 209 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
210 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
211 and
- 212 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

213 **DUAL AGENTS DUTIES AND OBLIGATIONS (as required by 339.750 RSMo).**

- 214 1. A licensee may act as a dual agent only with the consent of all parties to the transaction. Consent shall be presumed by a written
215 agreement pursuant to section 339.780.
- 216 2. A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the duties and obligations
217 required by sections 339.730 and 339.740 unless otherwise provided for in this section.
- 218 3. Except as provided in subsections 4 and 5 of this section, a dual agent may disclose any information to one client that the licensee
219 gains from the other client if the information is material to the transaction unless it is confidential information as defined in section
220 339.710.
- 221 4. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:
 - 222 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - 223 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - 224 (3) What the motivating factors are for any client buying, selling, or leasing the property;
 - 225 (4) That a client will agree to financing terms other than those offered; and
 - 226 (5) The terms of any prior offers or counter offers made by any party.

- 227 5. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by
228 statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary
229 to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
230 professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted
231 disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
232 6. In a dual agency relationship, there shall be no imputation of knowledge or information between the client and the dual agent or
233 among persons within an entity engaged as a dual agent.

EDUCATION

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The text of this form may not be altered in any manner
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Form #2127 0710/24

BUYER'S EXCLUSIVE TRANSACTION BROKERAGE CONTRACT

(Note: Transaction Brokers may have limited duties and obligations to buyer or seller under Missouri state statute. Please refer to and read Relevant Aspects of Missouri Real Estate Law as set forth following the parties' signatures below.)

_____ (“Buyer”) hereby appoints _____ (hereinafter referred to as “Broker”) to act as an exclusive agent for Buyer for the purpose of acquiring real property as described below. “Broker” shall refer to the brokerage and any affiliated licensee. The term “acquire” or “acquisition” shall include the purchase, lease, exchange, or option of real estate.

PROPERTY DETAILS

The type of property being sought by Buyer, as identified by its use, shall be: Residential Investment Commercial Lots Acreage/Farm (check all that apply). Any additional details for the property sought are as follows:

Broker agrees to use reasonable effort and diligence to assist Buyer in the acquisition of the said property.

Buyer (check one) Is OR Is Not a party to other buyer's representation agreement(s). If the Buyer is a party to other buyer representation agreement(s), those agreement(s) shall not be for the same type of property(s) listed under Type of Property Sought.

TERM

This Brokerage Contract begins on the Effective Date and ends at 11:59 p.m. on _____ (“Expiration Date”), together with any written extension or reduction thereof. The “Effective Date” shall be the date of final acceptance thereof, as indicated by the date adjacent to the signature of the last party to sign this Brokerage Contract or (specify if otherwise) _____. Buyer will refer all inquiries and prospects Buyer may receive during the Term from any source to Broker, to avoid the possibility of confusion over brokerage and agency relationships and misunderstandings about liability for compensation. Buyer and Broker, with mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

PROTECTION PERIOD

If within _____ days (0 days if left blank) after the expiration of this Brokerage Contract (“Protection Period”), Buyer acquires any property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However, no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the acquisition of a home not shown under this agreement.

COMPENSATION FOR SERVICES

Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject to individual broker policy.

Broker Compensation. If, during this Brokerage Contract, Buyer enters into a contract to acquire any type of real estate described above through services of Broker during the Term, Broker shall be due and payable at closing ~~(check one):~~ _____ % of purchase price ~~(\$0 if none stated);-~~, OR ~~input type="checkbox"/>~~ \$ _____ ÷ as a flat amount fee ~~(\$ 0 if none stated);-~~, OR ~~AND~~ Other: (describe) _____

(N/A if left blank(s) are not filled in). Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

Additional Compensation. Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional compensation Shall OR Shall Not (check one) be credited against any other compensation owed by Buyer to Broker and shall be due and payable to Broker on (if applicable, check one):

- the Effective Date of this Brokerage Contract, which shall be deemed earned upon receipt.
- only if and on the same date that the other compensation above provided for is payable

43 Unless otherwise agreed to in writing, Buyer ~~understands that~~ authorizes Broker ~~will endeavor to first collect~~ negotiate for and accept
44 the compensation ~~described above~~ from the seller or listing broker, ~~provided the seller has expressly authorized such compensation. If~~
45 Broker receives any compensation from seller or listing broker for services covered by this Contract, that amount will be credited toward
46 Buyer's obligation to pay the above Compensation. If seller does not pay any compensation to Broker, Buyer shall be solely responsible
47 for the sum of the compensation listed above. In no case shall the amount of compensation received by Broker from all sources be
48 greater than the amount of compensation listed in this agreement. ~~The source of compensation shall be determined as follows:~~
49 1) If seller has authorized listing broker to pay cooperating compensation to Broker and the amount authorized by seller is equal to or
50 greater than the compensation listed above, 100% of Broker's compensation shall be paid by listing broker;
51 2) If seller has authorized listing broker to pay compensation to Broker and the amount authorized by seller is less than the amount of
52 compensation listed above, Buyer shall be responsible for the difference in the compensation listed above and the amount of Buyer's
53 compensation that seller has authorized listing broker to pay to Broker; or,
54 3) If seller has not authorized listing broker to pay any compensation to Broker, Buyer shall be solely responsible for the sum of the
55 compensation listed above. Buyer may wish to negotiate with the seller through the sale contract to have seller pay Broker's
56 compensation.

57 **Note: Under current Veteran's Affairs (VA) regulations, VA Buyers cannot pay compensation to the Broker. VA-financed**
58 **transactions** Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions should
59 **be conditioned upon the full compensation paid by the Seller or Listing Broker. Confirm the details of your program with your**
60 **lender.**

61 **TRANSACTION BROKERAGE AS STARTING POINT**

62 Pursuant to this Listing Contract, Broker will initially be acting in the capacity of a transaction broker, with the duties and obligations
63 of a transaction broker under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that from
64 time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that Buyer, depending
65 on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or
66 require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different
67 brokerage relationship shall only be made upon the Buyer's written consent, as required by rule or regulation.

68 **DESIGNATED AGENT OF TRANSACTION BROKER**

69 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents,
70 _____ is appointed as Buyer's Designated Agent. In the
71 event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed
72 to represent Buyer without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this buyer agreement*
73 *as an authorized agent.)*
74 _____
75 _____

76 **REPRESENTATIONS**

77 By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

78 **BROKER'S ROLE**

79 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
80 engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns
81 exist.

82 **SPECIAL AGREEMENTS** *(none if left blank)*

83 _____
84 _____
85 _____
86 _____
87 _____

88 **BUYER AGREES:**

- 89 1) To work exclusively with Broker during the Term. Buyer further agrees Buyer will not communicate directly or indirectly with any
90 seller of any real estate or seller's representative to whom Broker has introduced Buyer or negotiated with for the purchase, option,
91 or exchange of real estate on behalf of Buyer.
92 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
93 Brokerage Contract.
94 3) To make themselves reasonably available and responsive for all purposes of this Contract.
95 4) To consult with Broker before visiting any new or existing property of the type sought or contacting any other broker representing
96 sellers to avoid confusion over brokerage and agency relationships and misunderstandings about liability for compensation.

97 5) To not enter into another exclusive buyer representation agreement(s) or similar agreement(s) that conflicts with this Contract, prior to
98 termination of this Contract.

99 **BUYER ACKNOWLEDGES:**

- 100 1) Having read the Transaction Broker Duties and Obligations and Duties and Obligations of Limited Agency provisions outlined
101 below.
102 2) This agreement is a transaction broker contract, according to Missouri law, and does not establish an agency relationship.
103 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
104 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a
105 timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance
106 policy.
107 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if applicable),
108 appraisal, verification of insurability, and title policy.

109 **REPRESENTING OTHER BUYER**

110 Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may
111 be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

112 **PREVIOUS REPRESENTATION**

113 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
114 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
115 Broker may not disclose any such confidential information to Buyer.

116 **FAILURE TO CLOSE**

117 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
118 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
119 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
120 for the benefit of Buyer in order to complete a closing.

121 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**

122 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
123 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
124 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer's privacy and the property's
125 smart technology integrity.

126 **SURVEILLANCE/RECORDING**

127 Notice to Buyer regarding recordings within the property.
128 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
129 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
130 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
131 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
132 and employees from any liability that may result from any recording in the property.

133 **NON-DISCRIMINATION**

134 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
135 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity and in accordance with all local, state, and federal
136 fair housing laws.

137 **REMEDIES**

138 If Buyer breaches this Brokerage Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof,
139 then without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover
140 all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
141 paragraph shall survive the expiration or any earlier termination of this Brokerage Contract.

142 **INDEMNIFICATION**

143 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable
144 attorney's fees) arising from Buyer's breach of this Contract to the extent allowed by law.

145 **FRANCHISE DISCLOSURE**

146 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

147 **MODIFICATION OF THIS BROKERAGE CONTRACT**

148 No modification of any of the terms of this Brokerage Contract shall be valid and binding upon the parties or entitled to enforcement
149 unless such modification has first been reduced to writing and signed by the parties.

EDUCATIONAL

150 **BROKER DISCLOSURE FORM**

151 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
152 a) on or before the signing of this Brokerage Contract, or b) upon the Broker obtaining any personal or financial information, whichever
153 occurs first.

154 **ELECTRONIC SIGNATURES**

155 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
156 Act adopted by the State of Missouri.

157 **Buyer and Broker agree that either party may acknowledge amendments to this Brokerage Contract by email communications**
158 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

159 _____
160 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

161 _____
162 Buyer Printed Name Buyer Printed Name

163 _____
164 Buyer Current Address Buyer Current Address

165 _____
166 Buyer City, State, Zip Buyer City, State, Zip

167 _____
168 Buyer Email Address Buyer Email Address

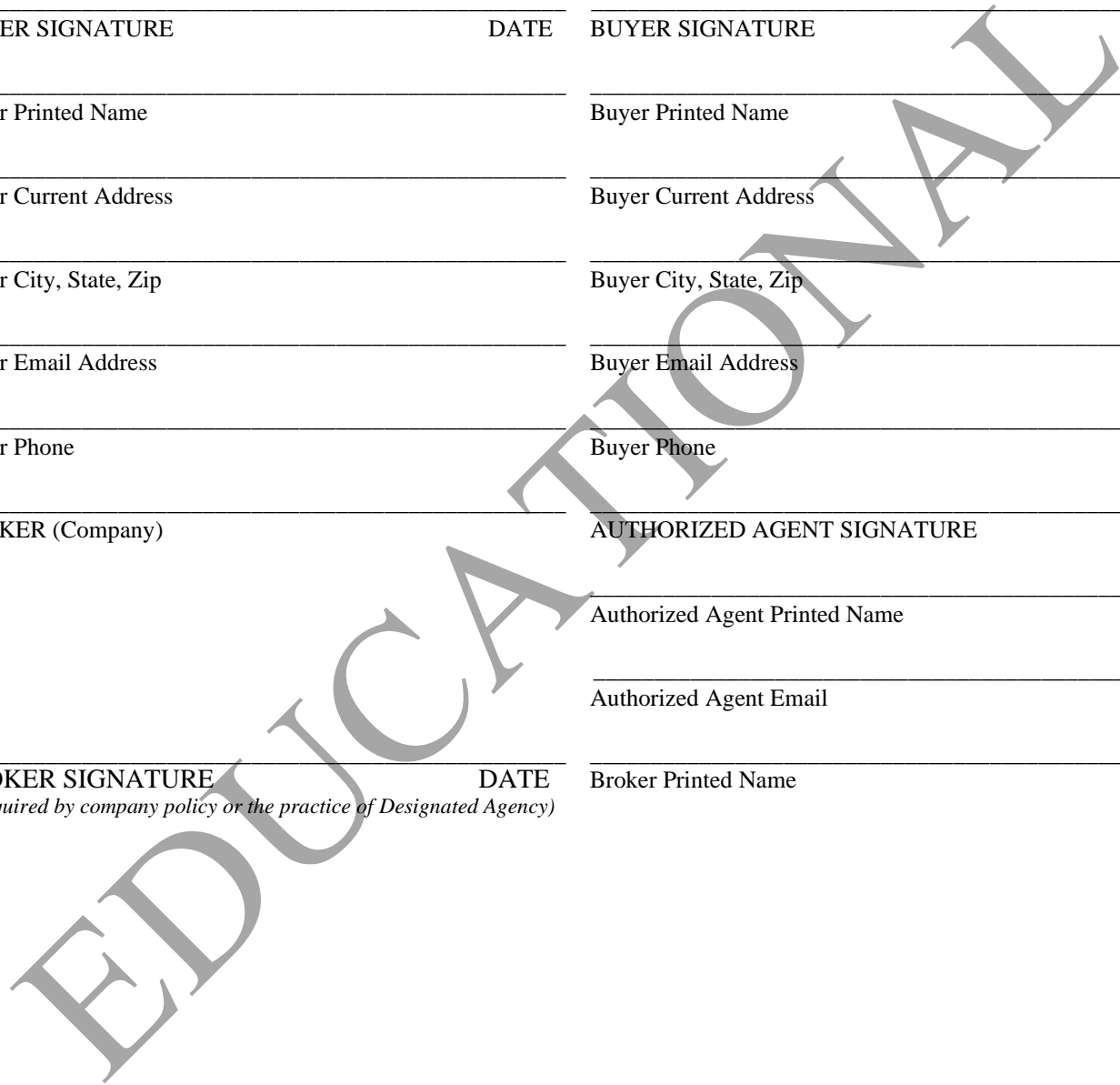
169 _____
170 Buyer Phone Buyer Phone

171 _____
172 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

173 _____
174 Authorized Agent Printed Name

175 _____
176 Authorized Agent Email

177 _____
178 BROKER SIGNATURE DATE Broker Printed Name
179 *(if required by company policy or the practice of Designated Agency)*



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RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:

DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.755, RSMo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
2. A transaction broker shall have the following duties and obligations:
 - (1) To perform the terms of any written or oral agreement made with any party to the transaction;
 - (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
 - (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;
 - (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;
 - (c) Accounting in a timely manner for all money and property received;
 - (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;
 - (e) Assisting the parties in complying with the terms and conditions of any contract;
 - (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker:
 - (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - (3) What the motivating factors are for any party buying, selling or leasing the property;
 - (4) That a seller or buyer will agree to financing terms other than those offered;
 - (5) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
6. A transaction broker may do the following without breaching any obligation or responsibility:
 - (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
 - (2) List competing properties for sale or lease;
 - (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
 - (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.
7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.
9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.
11. A transaction broker shall:
 - (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all rules and regulations promulgated pursuant to such sections; and
 - (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.
12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to become a designated agent or a dual agent as provided for in sections [339.730 to 339.860](#).
13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent the other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage representation in another transaction not involving transaction brokerage.

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MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).

Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's property or the property the client or customer seeks to purchase or lease;
2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

EDUCATION

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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REALTORS® and those issued a use license by St. Louis REALTORS®

Form #2127 10/24

BUYER'S EXCLUSIVE TRANSACTION BROKERAGE CONTRACT

1 (Note: Transaction Brokers may have limited duties and obligations to buyer or seller under Missouri state statute. Please refer to and
2 read Relevant Aspects of Missouri Real Estate Law as set forth following the parties' signatures below.)

3 _____ ("Buyer") hereby appoints
4 _____ (hereinafter referred to as "Broker") to act as an exclusive agent for Buyer
5 for the purpose of acquiring real property as described below. "Broker" shall refer to the brokerage and any affiliated licensee. The term
6 "acquire" or "acquisition" shall include the purchase, lease, exchange, or option of real estate.

7 PROPERTY DETAILS

8 The type of property being sought by Buyer, as identified by its use, shall be: Residential Investment Commercial Lots
9 Acreage/Farm (check all that apply). Any additional details for the property sought are as follows:
10 _____
11 _____
12 _____

13 Broker agrees to use reasonable effort and diligence to assist Buyer in the acquisition of the said property.

14 Buyer (check one) Is OR Is Not a party to other buyer's representation agreement(s). If the Buyer is a party to other buyer
15 representation agreement(s), those agreement(s) shall not be for the same type of property(s) listed under Type of Property Sought.

16 TERM

17 This Brokerage Contract begins on the Effective Date and ends at 11:59 p.m. on _____ ("Expiration Date"), together
18 with any written extension or reduction thereof. The "Effective Date" shall be the date of final acceptance thereof, as indicated by the
19 date adjacent to the signature of the last party to sign this Brokerage Contract or (specify if otherwise)
20 _____. Buyer will refer all inquiries and prospects Buyer may receive during the Term from any source
21 to Broker, to avoid the possibility of confusion over brokerage and agency relationships and misunderstandings about liability for
22 compensation. Buyer and Broker, with mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

23 PROTECTION PERIOD

24 If within _____ days (0 days if left blank) after the expiration of this Brokerage Contract ("Protection Period"), Buyer acquires any
25 property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However,
26 no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation
27 agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the
28 acquisition of a home not shown under this agreement.

29 COMPENSATION FOR SERVICES

30 **Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject**
31 **to individual broker policy.**

32 **Broker Compensation.** If, during this Brokerage Contract, Buyer enters into a contract to acquire any type of real estate described
33 above through services of Broker during the Term, Broker shall be due and payable at closing: _____ % of purchase price (\$0 if none
34 stated), \$ _____ as a flat amount (\$0 if none stated), AND Other: (describe) _____
35 _____ (N/A if left blank).

36 Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

37 **Additional Compensation.** Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
38 compensation Shall OR Shall Not (check one) be credited against any other compensation owed by Buyer to Broker and shall
39 be due and payable to Broker on (if applicable, check one):

40 the Effective Date of this Brokerage Contract, which shall be deemed earned upon receipt.

41 only if and on the same date that the other compensation above provided for is payable

42 Unless otherwise agreed to in writing, Buyer authorizes Broker to negotiate for and accept the compensation from the seller or listing
43 broker. If Broker receives any compensation from seller or listing broker for services covered by this Contract, that amount will be

44 credited toward Buyer's obligation to pay the above Compensation. If seller does not pay any compensation to Broker, Buyer shall be
45 solely responsible for the sum of the compensation listed above. In no case shall the amount of compensation received by Broker from
46 all sources be greater than the amount of compensation listed in this agreement. **Certain loan and assistance programs may not allow**
47 **buyers to compensate their broker. Those transactions should be conditioned upon the full compensation paid by the Seller or**
48 **Listing Broker. Confirm the details of your program with your lender.**

49 **TRANSACTION BROKERAGE AS STARTING POINT**

50 Pursuant to this Listing Contract, Broker will initially be acting in the capacity of a transaction broker, with the duties and obligations
51 of a transaction broker under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that from
52 time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that Buyer, depending
53 on what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or
54 require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different
55 brokerage relationship shall only be made upon the Buyer's written consent, as required by rule or regulation.

56 **DESIGNATED AGENT OF TRANSACTION BROKER**

57 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agents,
58 _____ is appointed as Buyer's Designated Agent. In the
59 event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed
60 to represent Buyer without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this buyer agreement*
61 *as an authorized agent.)*
62 _____
63 _____

64 **REPRESENTATIONS**

65 By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

66 **BROKER'S ROLE**

67 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
68 engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns
69 exist.

70 **SPECIAL AGREEMENTS** *(none if left blank)*

71 _____
72 _____
73 _____
74 _____
75 _____

76 **BUYER AGREES:**

- 77 1) To work exclusively with Broker during the Term. Buyer further agrees Buyer will not communicate directly or indirectly with any
78 seller of any real estate or seller's representative to whom Broker has introduced Buyer or negotiated with for the purchase, option,
79 or exchange of real estate on behalf of Buyer.
80 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
81 Brokerage Contract.
82 3) To make themselves reasonably available and responsive for all purposes of this Contract.
83 4) To consult with Broker before visiting any new or existing property of the type sought or contacting any other broker representing
84 sellers to avoid confusion over brokerage and agency relationships and misunderstandings about liability for compensation.
85 5) To not enter into another exclusive buyer representation agreement(s) or similar agreement(s) that conflicts with this Contract, prior to
86 termination of this Contract.

87 **BUYER ACKNOWLEDGES:**

- 88 1) Having read the Transaction Broker Duties and Obligations and Duties and Obligations of Limited Agency provisions outlined
89 below.
90 2) This agreement is a transaction broker contract, according to Missouri law, and does not establish an agency relationship.
91 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
92 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a
93 timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance
94 policy.
95 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if applicable),
96 appraisal, verification of insurability, and title policy.

97 **REPRESENTING OTHER BUYER**
98 Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may
99 be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

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101 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
102 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
103 Broker may not disclose any such confidential information to Buyer.

104 **FAILURE TO CLOSE**
105 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
106 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
107 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
108 for the benefit of Buyer in order to complete a closing.

109 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**
110 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
111 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
112 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer's privacy and the property's
113 smart technology integrity.

114 **SURVEILLANCE/RECORDING**
115 Notice to Buyer regarding recordings within the property.
116 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
117 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
118 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
119 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
120 and employees from any liability that may result from any recording in the property.

121 **NON-DISCRIMINATION**
122 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
123 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity and in accordance with all local, state, and federal
124 fair housing laws.

125 **REMEDIES**
126 If Buyer breaches this Brokerage Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof,
127 then without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover
128 all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
129 paragraph shall survive the expiration or any earlier termination of this Brokerage Contract.

130 **INDEMNIFICATION**
131 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable
132 attorney's fees) arising from Buyer's breach of this Contract to the extent allowed by law.

133 **FRANCHISE DISCLOSURE**
134 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

135 **MODIFICATION OF THIS BROKERAGE CONTRACT**
136 No modification of any of the terms of this Brokerage Contract shall be valid and binding upon the parties or entitled to enforcement
137 unless such modification has first been reduced to writing and signed by the parties.

138 **BROKER DISCLOSURE FORM**
139 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
140 a) on or before the signing of this Brokerage Contract, or b) upon the Broker obtaining any personal or financial information, whichever
141 occurs first.

142 **ELECTRONIC SIGNATURES**
143 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
144 Act adopted by the State of Missouri.

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146 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
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151 Act adopted by the State of Missouri.

152 **Buyer and Broker agree that either party may acknowledge amendments to this Brokerage Contract by email communications**
153 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

154 _____
155 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

156 _____
157 Buyer Printed Name Buyer Printed Name

158 _____
159 Buyer Current Address Buyer Current Address

160 _____
161 Buyer City, State, Zip Buyer City, State, Zip

162 _____
163 Buyer Email Address Buyer Email Address

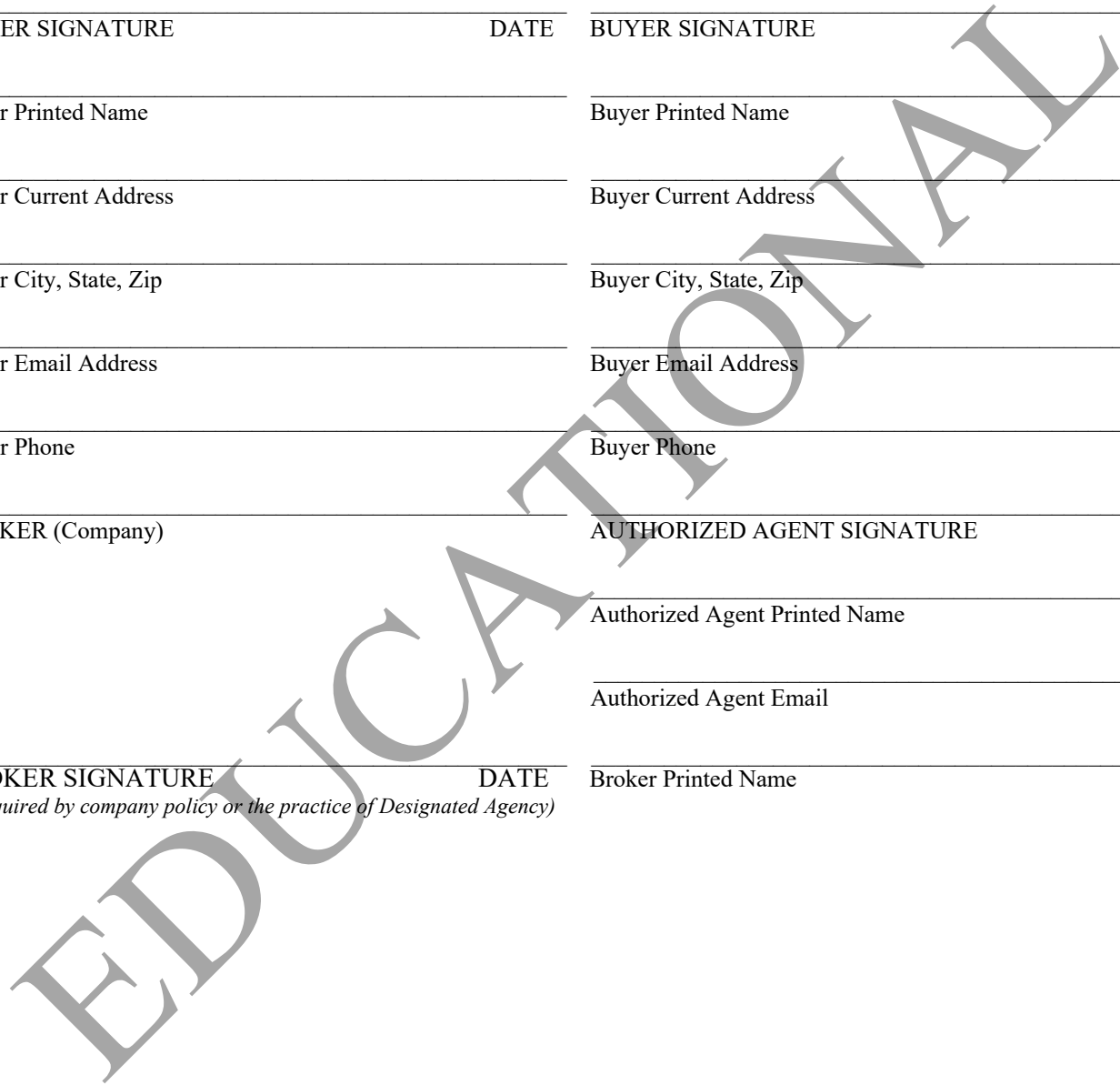
164 _____
165 Buyer Phone Buyer Phone

166 _____
167 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

168 _____
169 Authorized Agent Printed Name

170 _____
171 Authorized Agent Email

172 _____
173 BROKER SIGNATURE DATE Broker Printed Name
174 *(if required by company policy or the practice of Designated Agency)*



RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.755, RSMo.)**

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
2. A transaction broker shall have the following duties and obligations:
 - (1) To perform the terms of any written or oral agreement made with any party to the transaction;
 - (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
 - (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;
 - (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;
 - (c) Accounting in a timely manner for all money and property received;
 - (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;
 - (e) Assisting the parties in complying with the terms and conditions of any contract;
 - (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker:
 - (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - (3) What the motivating factors are for any party buying, selling or leasing the property;
 - (4) That a seller or buyer will agree to financing terms other than those offered;
 - (5) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
6. A transaction broker may do the following without breaching any obligation or responsibility:
 - (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
 - (2) List competing properties for sale or lease;
 - (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
 - (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.
7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.
9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.
11. A transaction broker shall:
 - (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all rules and regulations promulgated pursuant to such sections; and
 - (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.
12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to become a designated agent or a dual agent as provided for in sections [339.730 to 339.860](#).
13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent the other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage representation in another transaction not involving transaction brokerage.

MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).

Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

- 233 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
234 property or the property the client or customer seeks to purchase or lease;
235 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
236 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
237 and
238 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

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If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form #2128 0710/24

BUYER'S NON-EXCLUSIVE TRANSACTION BROKERAGE CONTRACT

1 (Note: Transaction Brokers may have limited duties and obligations to buyer or seller under Missouri state statute. Please refer to and
2 read Relevant Aspects of Missouri Real Estate Law as set forth following the parties' signatures below.)

3 _____ ("Buyer") hereby appoints
4 _____ (hereinafter referred to as "Broker") to act as a non-exclusive transaction
5 broker for Buyer for the purpose of acquiring real property as described below. "Broker" shall refer to the brokerage and any affiliated
6 licensee. The term "acquire" or "acquisition" shall include the purchase, lease, exchange, or option of real estate.

7 PROPERTY DETAILS

8 The type of property being sought by Buyer, as identified by its use, shall be: Residential Investment Commercial Lots
9 Acreage/Farm (check all that apply). Any additional details for the property sought are as follows:
10 _____
11 _____
12 _____

13 Broker agrees to use reasonable effort and diligence to assist the Buyer in the acquisition of the said property.

14 Buyer (check one) Is OR Is Not a party to other buyer's representation agreement(s). If the Buyer is a party to other buyer
15 representation agreement(s), those agreement(s) shall not be for the same type of property(s) listed under Type of Property Sought.

16 TERM

17 This Brokerage Contract begins on the Effective Date and ends at 11:59 p.m. on _____ ("Expiration Date"), together
18 with any written extension or reduction thereof. The "Effective Date" shall be the date of final acceptance thereof, as indicated by the
19 date adjacent to the signature of the last party to sign this Brokerage Contract or (specify if otherwise)
20 _____. Buyer reserves the right to buy property without using the services of Broker. Buyer and Broker,
21 with mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

22 PROTECTION PERIOD

23 If within _____ days (0 days if left blank) after the expiration of this Brokerage Contract ("Protection Period"), Buyer acquires any
24 property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However,
25 no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation
26 agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the closing
27 of that acquisition ~~of a home not shown under this agreement~~.

28 COMPENSATION FOR SERVICES

29 **Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject**
30 **to individual broker policy.**

31 **Broker Compensation.** If, during this Brokerage Contract, Buyer enters into a contract to acquire any type of real estate described
32 above, whether through services of Broker, Buyer, or any other broker or person during the Term, Broker shall be due and payable at
33 closing (check one):

34 _____ % of purchase price (\$0 if none stated); ~~OR~~ \$ _____ ÷; as a flat ~~amount-fee~~ (\$0 if none stated); ~~OR-AND~~

35 Other: (describe) _____

36 _____ (N/A if left blank(s) are not filled

37 ~~###~~). Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

38 **Additional Compensation.** Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
39 compensation **Shall** **OR Shall Not** (check one) be credited against any other compensation owed by Buyer to Broker and shall be
40 due and payable to Broker on (if applicable, check one):

41 the Effective Date of this Brokerage Contract, which shall be deemed earned upon receipt.

42 only if and on the same date that the other compensation above provided for is payable.

43 Unless otherwise agreed to in writing, Buyer ~~understands that~~ authorizes Broker ~~will endeavor to first collect the~~ negotiate for and
44 accept the compensation ~~described above~~ from the seller or listing broker, ~~provided the seller has expressly authorized such~~
45 compensation. If Broker receives any compensation from seller or listing broker for services covered by this Contract, that amount will
46 be credited toward Buyer's obligation to pay the above Compensation. If seller does not pay any compensation to Broker, Buyer shall
47 be solely responsible for the sum of the compensation listed above. In no case shall the amount of compensation received by Broker from
48 all sources be greater than the amount of compensation listed in this agreement. ~~The source of compensation shall be determined as~~
49 follows:

- 50 1) _____ If
51 seller has authorized listing broker to pay cooperating compensation to Broker and the amount authorized by seller is equal to or greater
52 than the compensation listed above, 100% of Broker's compensation shall be paid by listing broker;
53 2) _____ If
54 seller has authorized listing broker to pay compensation to Broker and the amount authorized by seller is less than the amount of
55 compensation listed above, Buyer shall be responsible for the difference in the compensation listed above and the amount of Buyer's
56 compensation that seller has authorized listing broker to pay to Broker; or,
57 3) _____ If
58 seller has not authorized listing broker to pay any compensation to Broker, Buyer shall be solely responsible for the sum of the
59 compensation listed above. Buyer may wish to negotiate with the seller through the sale contract to have the seller pay Broker's
60 compensation.

61 **Note: Under current Veteran's Affairs (VA) regulations, VA Buyers cannot pay compensation to the Broker. VA-financed**
62 **transactions-Certain loan and assistance programs may not allow buyers to compensate their broker. Those transactions**
63 **should be conditioned upon the full compensation paid by the Seller or Listing Broker. Confirm the details of your program**
64 **with your lender.**

65 **TRANSACTION BROKERAGE AS STARTING POINT**

66 Pursuant to this Buyer Contract, Broker will initially be acting in the capacity of a transaction broker, with the duties and obligations of
67 a transaction broker under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that from
68 time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that seller, depending on
69 what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or
70 require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different
71 brokerage relationship shall only be made upon Buyer's written consent, as required by rule or regulation.

72 **DESIGNATED AGENT OF TRANSACTION BROKER**

73 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agent,
74 _____ is appointed as Buyer's Designated Agent. In the
75 event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed
76 to represent Buyer without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this buyer agreement*
77 *as an authorized agent.)*
78 _____
79 _____

80 **REPRESENTATIONS**

81 By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

82 **BROKER'S ROLE**

83 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
84 engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns
85 exist.

86 **SPECIAL AGREEMENTS** *(none if left blank)*

87 _____
88 _____
89 _____
90 _____
91 _____

92 **BUYER AGREES:**

- 93 1) To not communicate directly or indirectly with any seller of any real estate or seller's representative to whom Broker has introduced
94 Buyer or negotiated with for the purchase, option or exchange of real estate on behalf of Buyer.
95 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
96 Brokerage Contract.

- 97 3) To make themselves reasonably available and responsive for all purposes of this Contract.
98 4) To consult with Broker before visiting any new or existing property of the type sought or contacting any other broker representing
99 sellers to avoid confusion over brokerage and agency relationships and misunderstandings about liability for compensation.

100 **BUYER ACKNOWLEDGES:**

- 101 1) Having read the Transaction Broker Duties and Obligations provisions outlined below.
102 2) This is a transaction brokerage contract that, according to Missouri law, does not establish an agency relationship.
103 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
104 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a
105 timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance
106 policy.
107 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if
108 applicable), appraisal, verification of insurability, and title policy.

109 **REPRESENTING OTHER BUYER**

110 Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may
111 be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

112 **PREVIOUS REPRESENTATION**

113 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
114 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
115 Broker may not disclose any such confidential information to Buyer.

116 **FAILURE TO CLOSE**

117 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
118 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
119 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
120 for the benefit of Buyer in order to complete a closing.

121 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**

122 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
123 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
124 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer's privacy and the property's
125 smart technology integrity.

126 **SURVEILLANCE/RECORDING**

127 Notice to Buyer regarding recordings within the property.
128 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
129 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
130 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
131 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
132 and employees from any liability that may result from any recording in the property.

133 **NON-DISCRIMINATION**

134 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
135 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity and in accordance with all local, state, and federal
136 fair housing laws.

137 **REMEDIES**

138 If Buyer breaches this Brokerage Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof,
139 then without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover
140 all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of
141 this paragraph shall survive the expiration or any earlier termination of this Brokerage Contract.

142 **INDEMNIFICATION**

143 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's
144 fees) arising from Buyer's breach of this Contract to the extent allowed by law.

145 **FRANCHISE DISCLOSURE**

146 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

147 **MODIFICATION OF THIS BROKERAGE CONTRACT**

148 No modification of any of the terms of this Brokerage Contract shall be valid and binding upon the parties or entitled to enforcement
149 unless such modification has first been reduced to writing and signed by the parties.

EDUCATIONVAL

150 **BROKER DISCLOSURE FORM**

151 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
152 a) on or before the signing of this Brokerage Contract, or b) upon the Broker obtaining any personal or financial information, whichever
153 occurs first.

154 **ELECTRONIC SIGNATURES**

155 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
156 Act adopted by the State of Missouri.

157 **Buyer and Broker agree that either party may acknowledge amendments to this Brokerage Contract by email communications**
158 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

159 _____
160 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

161 _____
162 Buyer Printed Name Buyer Printed Name

163 _____
164 Buyer Current Address Buyer Current Address

165 _____
166 Buyer City, State, Zip Buyer City, State, Zip

167 _____
168 Buyer Email Address Buyer Email Address

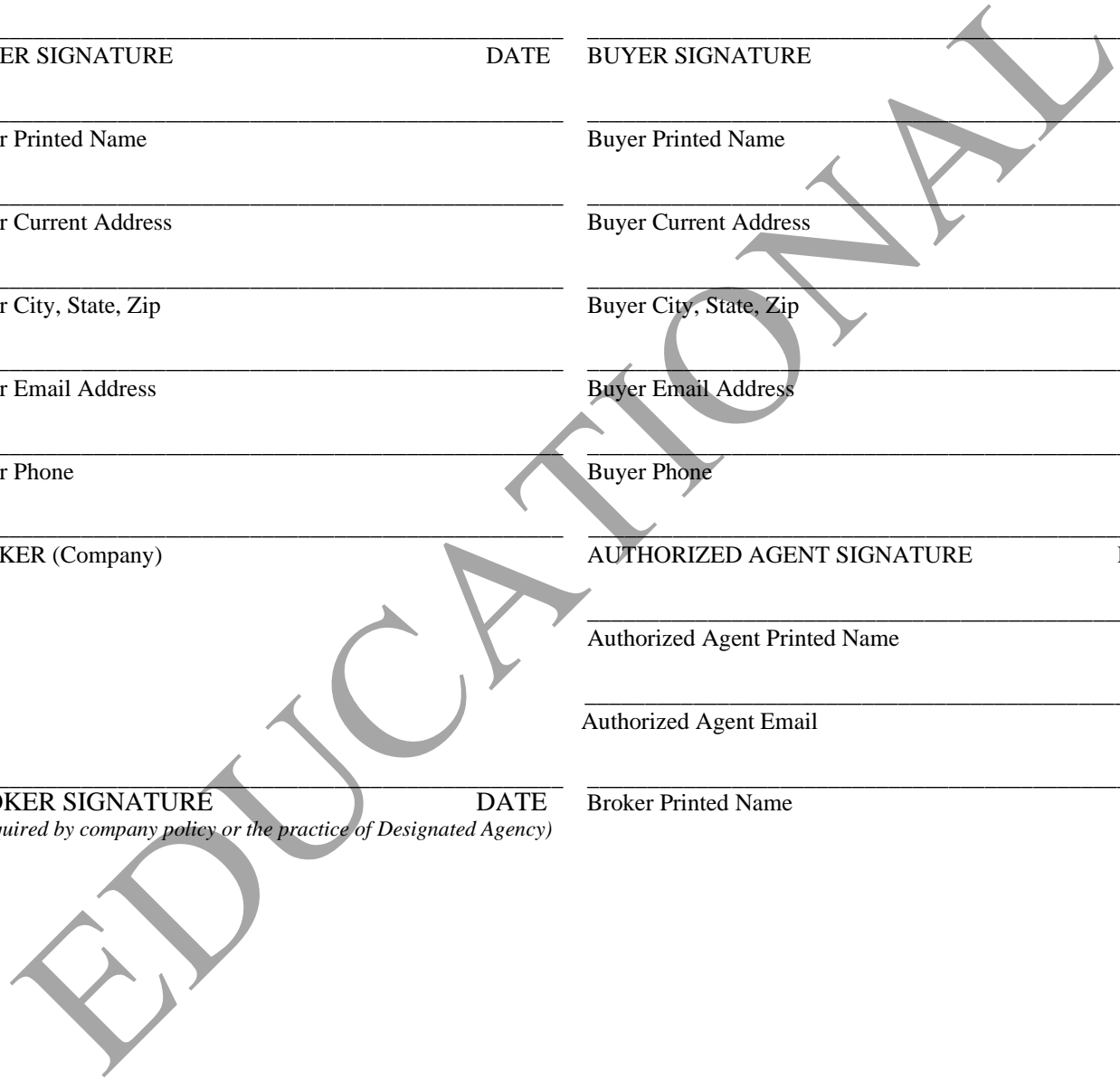
169 _____
170 Buyer Phone Buyer Phone

171 _____
172 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

173 _____
174 Authorized Agent Printed Name

175 _____
176 Authorized Agent Email

177 _____
178 BROKER SIGNATURE DATE Broker Printed Name
179 *(if required by company policy or the practice of Designated Agency)*



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RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:

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 - (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;
 - (c) Accounting in a timely manner for all money and property received;
 - (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;
 - (e) Assisting the parties in complying with the terms and conditions of any contract;
 - (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker:
 - (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - (3) What the motivating factors are for any party buying, selling or leasing the property;
 - (4) That a seller or buyer will agree to financing terms other than those offered;
 - (5) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
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 - (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.
7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.
9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.
11. A transaction broker shall:
 - (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all rules and regulations promulgated pursuant to such sections; and
 - (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.
12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to become a designated agent or a dual agent as provided for in sections [339.730 to 339.860](#).
13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent the other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage representation in another transaction not involving transaction brokerage.

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MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).

Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's property or the property the client or customer seeks to purchase or lease;
2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

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Form #2128 10/24

BUYER'S NON-EXCLUSIVE TRANSACTION BROKERAGE CONTRACT

1 (Note: Transaction Brokers may have limited duties and obligations to buyer or seller under Missouri state statute. Please refer to and
2 read Relevant Aspects of Missouri Real Estate Law as set forth following the parties' signatures below.)

3 _____ ("Buyer") hereby appoints
4 _____ (hereinafter referred to as "Broker") to act as a non-exclusive transaction
5 broker for Buyer for the purpose of acquiring real property as described below. "Broker" shall refer to the brokerage and any affiliated
6 licensee. The term "acquire" or "acquisition" shall include the purchase, lease, exchange, or option of real estate.

7 PROPERTY DETAILS

8 The type of property being sought by Buyer, as identified by its use, shall be: Residential Investment Commercial Lots
9 Acreage/Farm (check all that apply). Any additional details for the property sought are as follows:
10 _____
11 _____
12 _____

13 Broker agrees to use reasonable effort and diligence to assist the Buyer in the acquisition of the said property.

14 Buyer (check one) Is OR Is Not a party to other buyer's representation agreement(s). If the Buyer is a party to other buyer
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18 with any written extension or reduction thereof. The "Effective Date" shall be the date of final acceptance thereof, as indicated by the
19 date adjacent to the signature of the last party to sign this Brokerage Contract or (specify if otherwise)
20 _____. Buyer reserves the right to buy property without using the services of Broker. Buyer and Broker,
21 with mutual agreement, may terminate this Contract prior to the expiration date by written agreement.

22 PROTECTION PERIOD

23 If within _____ days (0 days if left blank) after the expiration of this Brokerage Contract ("Protection Period"), Buyer acquires any
24 property to which Buyer was introduced by Broker, then Buyer agrees to pay Broker the compensation provided for below. However,
25 no additional compensation will be due to Broker if, during this protection period, Buyer enters into an exclusive buyer representation
26 agreement with another broker to acquire a subject property, and the new broker representing Buyer is paid a commission on the closing
27 of that acquisition.

28 COMPENSATION FOR SERVICES

29 **Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject**
30 **to individual broker policy.**

31 **Broker Compensation.** If, during this Brokerage Contract, Buyer enters into a contract to acquire any type of real estate described
32 above, whether through services of Broker, Buyer, or any other broker or person during the Term, Broker shall be due and payable at
33 closing:

34 _____% of purchase price (\$0 if none stated), \$ _____, as a flat amount (\$0 if none stated), AND Other: (describe)
35 _____ (N/A if left blank).

36 Buyer agrees that the compensation above is the voluntary and knowing choice of Buyer.

37 **Additional Compensation.** Buyer agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated). This additional
38 compensation **Shall OR Shall Not (check one)** be credited against any other compensation owed by Buyer to Broker and shall be
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49 **lender.**

50 **TRANSACTION BROKERAGE AS STARTING POINT**

51 Pursuant to this Buyer Contract, Broker will initially be acting in the capacity of a transaction broker, with the duties and obligations of
52 a transaction broker under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that from
53 time to time, a prospective seller may engage Broker to act in one of several possible capacities with respect to that seller, depending on
54 what brokerage relationships are permitted by Broker's company policy. Under various circumstances, Missouri law may permit or
55 require a conversion of Broker's brokerage relationship with Buyer to a different brokerage relationship. Any conversion to a different
56 brokerage relationship shall only be made upon Buyer's written consent, as required by rule or regulation.

57 **DESIGNATED AGENT OF TRANSACTION BROKER**

58 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agent,
59 _____ is appointed as Buyer's Designated Agent. In the
60 event the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed
61 to represent Buyer without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this buyer agreement*
62 *as an authorized agent.)*
63 _____
64 _____

65 **REPRESENTATIONS**

66 By signing below, Buyer acknowledges having entered into this agreement prior to touring any property described on page 1.

67 **BROKER'S ROLE**

68 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
69 engineering, or other specialized topics. Brokerage strongly encourages contacting the appropriate professional if questions or concerns
70 exist.

71 **SPECIAL AGREEMENTS** *(none if left blank)*

72 _____
73 _____
74 _____
75 _____
76 _____

77 **BUYER AGREES:**

- 78 1) To not communicate directly or indirectly with any seller of any real estate or seller's representative to whom Broker has introduced
79 Buyer or negotiated with for the purchase, option or exchange of real estate on behalf of Buyer.
80 2) To comply with the reasonable requests of Broker to supply any financial or personal data needed to fulfill the terms of this
81 Brokerage Contract.
82 3) To make themselves reasonably available and responsive for all purposes of this Contract.
83 4) To consult with Broker before visiting any new or existing property of the type sought or contacting any other broker representing
84 sellers to avoid confusion over brokerage and agency relationships and misunderstandings about liability for compensation.

85 **BUYER ACKNOWLEDGES:**

- 86 1) Having read the Transaction Broker Duties and Obligations provisions outlined below.
87 2) This is a transaction brokerage contract that, according to Missouri law, does not establish an agency relationship.
88 3) That if a property has had construction work performed, the lien rights of persons who performed work or supplied materials are
89 affected by the requirements of Chapter 429 of the Missouri Revised Statutes. Failure by the property owner to post and record a
90 timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance
91 policy.
92 4) That Broker recommends that any offer to purchase a property be conditioned on Buyer obtaining an inspection, survey (if
93 applicable), appraisal, verification of insurability, and title policy.

94 **REPRESENTING OTHER BUYER**

95 Buyer understands that Broker has no duty to represent only Buyer, and that Broker may represent other prospective buyers who may
96 be interested in purchasing or leasing the same property or properties that Buyer is interested in acquiring, subject to Missouri law.

97 **PREVIOUS REPRESENTATION**

98 Buyer understands that Broker may have previously represented the seller from whom Buyer wishes to purchase the property. During
99 that representation, the Broker may have learned material information about the seller that is considered confidential. Under the law,
100 Broker may not disclose any such confidential information to Buyer.

101 **FAILURE TO CLOSE**

102 If an owner of an agreement made on behalf of Buyer fails to close such agreement, with no fault on the part of Buyer, Buyer shall have
103 no obligation to pay the compensation provided for above. If such transaction fails to close because of any fault on the part of Buyer,
104 such compensation will not be waived but will be due and payable immediately. In no case shall Broker be obligated to advance funds
105 for the benefit of Buyer in order to complete a closing.

106 **SMART HOME TECHNOLOGY PRIVACY CONCERNS**

107 When acquiring a home with smart technology, it is vital that Buyer address privacy and security risks. Before occupying, Buyer should
108 take precautions: reset and unlink all devices, delete recorded footage, change access codes, unlink voice assistants, clear personal data,
109 and change the Wi-Fi password (if applicable). These steps ensure a secure transition, protecting Buyer's privacy and the property's
110 smart technology integrity.

111 **SURVEILLANCE/RECORDING**

112 Notice to Buyer regarding recordings within the property.
113 Prior to photographing, video graphing, or video telephoning a property without written permission of the seller, Buyer should speak
114 with an attorney. Also, Buyer should be aware that the seller may have a security system that records or allows for remote monitoring
115 of the property, including recording or broadcasting audio. Sellers may be able to listen to conversations on their properties, and Buyer
116 should be aware that any discussions of negotiation strategies held on the property may not be confidential. Buyer hereby releases Broker
117 and employees from any liability that may result from any recording in the property.

118 **NON-DISCRIMINATION**

119 The parties understand and agree that properties shall be shown and made available to Buyer without regard to race, color, religion, sex,
120 handicap, familial status, national origin, ancestry, sexual orientation, or gender identity and in accordance with all local, state, and federal
121 fair housing laws.

122 **REMEDIES**

123 If Buyer breaches this Brokerage Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof,
124 then without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover
125 all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of
126 this paragraph shall survive the expiration or any earlier termination of this Brokerage Contract.

127 **INDEMNIFICATION**

128 Buyer agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's
129 fees) arising from Buyer's breach of this Contract to the extent allowed by law.

130 **FRANCHISE DISCLOSURE**

131 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

132 **MODIFICATION OF THIS BROKERAGE CONTRACT**

133 No modification of any of the terms of this Brokerage Contract shall be valid and binding upon the parties or entitled to enforcement
134 unless such modification has first been reduced to writing and signed by the parties.

135 **BROKER DISCLOSURE FORM**

136 Buyer acknowledges receipt of the Broker Disclosure Form prescribed by the commission (Missouri Real Estate Commission) by either
137 a) on or before the signing of this Brokerage Contract, or b) upon the Broker obtaining any personal or financial information, whichever
138 occurs first.

139 **ELECTRONIC SIGNATURES**

140 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
141 Act adopted by the State of Missouri.

142 **Buyer and Broker agree that either party may acknowledge amendments to this Brokerage Contract by email communications**
143 **from one of the following email addresses. Authorization is not granted if no email address is provided.**

144 _____
145 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

146 _____
147 Buyer Printed Name Buyer Printed Name

148 _____
149 Buyer Current Address Buyer Current Address

150 _____
151 Buyer City, State, Zip Buyer City, State, Zip

152 _____
153 Buyer Email Address Buyer Email Address

154 _____
155 Buyer Phone Buyer Phone

156 _____
157 BROKER (Company) AUTHORIZED AGENT SIGNATURE DATE

158 _____
159 Authorized Agent Printed Name

160 _____
161 Authorized Agent Email

162 _____
163 BROKER SIGNATURE DATE Broker Printed Name
164 *(if required by company policy or the practice of Designated Agency)*

EDUCATIONAL

166 **DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.755, RSMo.)**

- 167 1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary
168 relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
- 169 2. A transaction broker shall have the following duties and obligations:
- 170 (1) To perform the terms of any written or oral agreement made with any party to the transaction;
- 171 (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
- 172 (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is
173 subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement
174 entered with the party;
- 175 (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to
176 material matters about which the transaction broker knows but the specifics of which are beyond the
177 expertise of such broker;
- 178 (c) Accounting in a timely manner for all money and property received;
- 179 (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual
180 notice or knowledge;
- 181 (e) Assisting the parties in complying with the terms and conditions of any contract;
- 182 (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
- 183 3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties
184 disclosing such information to the broker:
- 185 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
- 186 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
- 187 (3) What the motivating factors are for any party buying, selling or leasing the property;
- 188 (4) That a seller or buyer will agree to financing terms other than those offered;
- 189 (5) Any confidential information about the other party, unless disclosure of such information is required by law,
190 statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
- 191 4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts
192 for the parties.
- 193 5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
- 194 6. A transaction broker may do the following without breaching any obligation or responsibility:
- 195 (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
- 196 (2) List competing properties for sale or lease;
- 197 (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
- 198 (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same
199 or for different parties in other real estate transactions.
- 200 7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the
201 transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is
202 no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party
203 and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
- 204 8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency
205 relationship.
- 206 9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf
207 of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
- 208 10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a
209 licensee operating under the broker's license.
- 210 11. A transaction broker shall:
- 211 (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all
212 rules and regulations promulgated pursuant to such sections; and
- 213 (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair
214 housing and civil rights statutes and regulations.
- 215 12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction
216 broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to
217 become a designated agent or a dual agent as provided for in sections [339.730 to 339.860](#).
- 218 13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to
219 transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent
220 the other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage
221 representation in another transaction not involving transaction brokerage.

222 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

223 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
224 minimum, the following services:

- 225 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
226 property or the property the client or customer seeks to purchase or lease;
- 227 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
228 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
229 and
- 230 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

EDUCATION

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form # 2169 107/24

TRANSACTION BROKERAGE LISTING CONTRACT (EXCLUSIVE RIGHT TO SELL)

1 (Note: Transaction Brokers may have limited duties and obligations to buyer or seller under Missouri state statute. Please refer to and
2 read Relevant Aspects of Missouri Real Estate Law as set forth following the parties' signatures below.)

3 _____, the owner of record (hereinafter referred to
4 as "Owner") in the municipality of _____ (if incorporated), County of _____,
5 Missouri, known as and numbered _____

6 _____ (legal description to govern), hereby appoints
7 Listing Brokerage _____ (hereinafter referred to as "Broker")
8 as sole and exclusive agent with the exclusive right to market and sell or exchange this property upon the below terms and conditions.
9 The term Broker shall refer to the transaction brokerage listing the property and any affiliated licensee throughout this agreement. Owner
10 represents that they have the legal right to make an absolute sale of this property.

11 TERM

12 This Contract begins on the Effective Date and ends at 11:59 p.m. on _____, together with any written extension
13 thereof ("Expiration Date"). The "Effective Date" shall be the date of final acceptance thereof, as indicated by the date adjacent to the
14 signature of the last party to sign this Contract or (specify if otherwise) _____.

15 LISTING PRICE

16 The listing price for this property shall be \$ _____ ("Listing Price").

17 COMPENSATION FOR SERVICES

18 **Note: The amount of compensation is not set by law. Compensation is set by each broker and is negotiable, subject to individual**
19 **broker policy.**

20 If, during the Term of this Brokerage Contract, Broker presents an offer to purchase the property from a ready, willing, and able buyer
21 at the Listing Price, or if Owner enters into a contract or receives an offer that results in a contract for the sale or exchange of the property
22 at any price and upon any terms to which Owner consents, Owner shall be obligated to pay compensation as follows:

23 **Listing Broker Compensation:** _____ (%) of the purchase price (\$0 if none stated), **OR** \$ _____ as a flat
24 amount/fee (\$0 if none stated), **OR AND** Other: (describe)
25 _____
26 _____ (N/A if left blank(s))
27 are not filled in).

28 **Cooperating Broker.** Owner acknowledges that Broker is authorized to cooperate with and, if authorized by Owner, compensate other
29 brokers and any affiliated licensee in Broker's firm acting pursuant to any other brokerage relationship as defined by 339.710 to 339.860
30 RSMo, including but not limited to buyer's agents, subagents, and/or transaction brokers ("Cooperating Broker"), **and may pay a part**
31 **of the above Broker Compensation to a Cooperating Broker**, subject to Owner's approval up to and including the amount listed
32 below. Owner authorizes Broker to offer to pay the Cooperating Broker, who brings the buyer as follows (*insert compensation amounts*
33 *below [0 if none stated] to indicate that such cooperation is authorized by Owner.*):

34 _____ % of purchase price **OR** \$ _____ to buyer's agents (limited agents representing prospective buyers)

35 _____ % of purchase price **OR** \$ _____ to transaction brokers (neutral licensees representing neither party)

36 _____ % of purchase price **OR** \$ _____ to subagents (limited agents representing Owner)

37 **If compensation agreed upon between Broker and Cooperating Broker is less than the amount stated herein, the difference (check one)**
38 **Will OR Will Not** be reduced from Broker Compensation. **If the Cooperating Broker compensation agreed upon between buyer**
39 **and Owner is more than the amount stated herein, Owner agrees that the terms agreed to in the sale contract or Cooperating**
40 **Compensation Disclosure (Form #2108) will prevail.**

41 **Note: Owner understands the provisions of this section and agrees that the election(s) made in this section are made solely by the Owner.**
42 **Owner acknowledges that sale contract offer(s) and commission disclosures may contain terms to compensate the broker assisting the**
43 **buyer, which may differ from the amounts detailed above. Owner acknowledges that the terms herein may be amended only by a**
44 **subsequent written authorization from the Owner.**

9/19/24

Not for use before 10/15/24

Initials of Seller to acknowledge they have read this page _____ / _____

123

46 **Unrepresented Buyer.** In the event buyer is not represented by a broker, Listing Broker Compensation (*check one*)

- 47 shall remain the same as the amount listed under Listing Broker Compensation **OR**
- 48 shall be modified as follows _____% of the sales price, ~~or~~ **AND** \$ _____.

49 **Additional Listing Broker Compensation.** Owner agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated).
50 This additional compensation (*check one*) **Shall** **OR** **Shall Not** be credited against any other compensation owed by Owner
51 to Broker and shall be due and payable to Broker on (*if applicable, check one*):

- 52 the Effective Date of this Listing Contract, regardless of whether or not a ready, willing, and able buyer is procured, and which shall
53 be deemed earned upon receipt.
- 54 only if and on the same date that the other compensation above provided for is payable.

55 The compensation amount shall be determined by the total purchase or exchange price without reduction for any other charges (i.e.,
56 closing adjustments, points, liens, mortgages, compensation, etc.). Owner agrees that such compensation shall be paid if the property is
57 sold, exchanged, or otherwise transferred by Owner within _____ days (*0 days if left blank*) following the Term of this
58 Contract or any extensions thereof (“Protection Period”) to anyone to whom the property was presented during the Term of this Contract,
59 provided Owner has received by the Expiration Date written notice of the names of said prospects, or the names of Broker and affiliated
60 licensees representing such prospects. No compensation is owed if Owner enters into a bona fide listing agreement with another licensed
61 real estate broker and Owner pays that broker compensation on that transaction.

62 Unless otherwise stated, all compensation owed under this agreement is to be paid at closing, which in the case of a sale on contract for
63 deed shall be at the time buyer and Owner execute the initial contract or agreement for deed. ~~Owner authorizes escrow agent to pay the
64 Cooperating Broker compensation directly to Cooperating Broker at closing.~~

65 **Broker Assisting Buyer.** Owner acknowledges that Broker is authorized to cooperate with other brokers and any affiliated licensees in
66 Broker’s firm acting pursuant to any other brokerage relationship as defined by 339.710 to 339.860 RSMo, including but not limited to
67 buyer’s agents, subagents, and/or transaction brokers (“~~Buyer’s~~Selling Broker”). In addition to the Listing Broker Compensation listed
68 above, Owner acknowledges ~~B~~buyer may request Owner to compensate some or all of ~~Buyer’s~~Selling Broker’s compensation. **Owner
69 has no obligation to pay ~~Buyer’s~~Selling Broker’s compensation. ~~Buyer’s~~Selling Broker’s compensation is negotiable and will be
70 determined by a ratified sale contract between Owner and ~~B~~buyer.** Owner acknowledges that a ~~Buyer’s~~Selling Broker may represent
71 the interest of buyers only. (*Check one*):

- 72 Owner authorizes Broker to disclose and market Owner’s willingness to compensate ~~Buyer’s~~Selling Broker.
- 73 Owner does not authorize Broker to disclose and market Owner’s willingness to compensate ~~Buyer’s~~Selling Broker
- 74 Owner authorizes escrow agent to pay the ~~Buyer’s~~Selling Broker’s compensation directly to ~~Buyer’s~~Selling Broker at closing.

75 **Note: Owner acknowledges that sale contract offers and compensation agreement(s) may contain terms to compensate the
76 Selling Broker assisting the Buyer. Owner understands the provisions of this section and agrees that the election made in this
77 section is made solely by Owner.**

78 **Owner Concessions**
79 Owner concessions is a payment from Owner towards ~~B~~buyer’s charges and closing costs (e.g., loan origination fees, discount points,
80 buy-down or subsidy fees, prepaids, ~~Buyer’s~~Selling ~~b~~Broker’s fees or other charges, as allowed by lender(s)).

- 81 Owner authorizes Broker to disclose and market Owner’s willingness to consider concessions.
- 82 Owner does not authorize Broker to disclose and market Owner’s willingness to consider concessions.

83 **TRANSACTION BROKERAGE AS STARTING POINT**

84 Pursuant to this Listing Contract, Broker will initially be acting in the capacity of a transaction broker, with the duties and obligations
85 of a transaction broker under Missouri law as set forth following the parties’ signatures below. However, Owner acknowledges that
86 from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to that buyer,
87 depending on what brokerage relationships are permitted by Broker’s company policy. If the buyer will not consent to transaction
88 brokerage, Broker may need to act as an agent to allow a transaction with Owner to proceed. Under various circumstances, Missouri
89 law may permit or require a conversion of Broker’s brokerage relationship with Owner to a different brokerage relationship. Any
90 conversion to a different brokerage relationship shall only be made upon Owner's written consent, as required by rule or regulation.

91 **DESIGNATED AGENT OF TRANSACTION BROKER**

92 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agent of the Broker,
93 _____ is appointed as Owner’s Designated Agent. In the event
94 the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed to

95 represent Owner without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this listing agreement as*
96 *authorized agent.)* _____
97 _____
98 _____
99 _____

100 **PREVIOUS REPRESENTATION**

101 Owner understands that Broker may have previously represented a buyer who is interested in the property. During that representation,
102 Broker may have learned material information about the buyer that is considered confidential. Under the law, Broker may not disclose
103 any such confidential information to Owner.

104 **BUYERS REPRESENTATIVE**

105 Owner acknowledges that prospective buyers may elect to employ the services of a Designated Agent as their own broker. Owner also
106 acknowledges that from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to
107 that buyer, depending on what brokerage relationships are permitted by Broker's company policy.

108 **HOME WARRANTY**

109 Owner acknowledges the availability of home warranty protection plans and agrees to *(check one)*:

- 110 Offer a warranty plan
- 111 Not offer a warranty plan
- 112 Consider a warranty plan at a later date

EDUCATIONVAL

114 **DISCLOSURE AUTHORIZATIONS**

115 Offers. Owner Does OR Does Not (check one) permit Broker to disclose the existence of offers on the property.

116 Terms. Owner Does OR Does Not (check one) permit Broker to disclose the terms of offers on the property; provided, however,
117 that Broker is permitted to disclose such terms as may be required by the MLS, applicable brokerage laws, or Broker’s policy.

118 **BROKER ROLE**

119 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
120 engineering, or other specialized topics. Broker strongly encourages contacting the appropriate professional if questions or concerns
121 exist.

122 **PROPERTY ACCESS AND KEY BOX SYSTEM**

123 Owner Does OR Does Not (check one) permit Broker to place a key box on the property.

124 If authorized above, Owner permits Broker to place a key box on the property, a locked container that holds a key(s) to the property and
125 enables access to the property at reasonable times to facilitate the showing and sale or exchange of the property. In its sole discretion,
126 Broker may grant unaccompanied access to its affiliated licensees and other Subscribers of the St. Louis Area Regional Key Box System
127 (“System”). Owner shall, without limitation, indemnify and hold harmless Broker and Subscribers, the key box manufacturer, and the
128 key box distributor/service center against and from any actions, suits, costs, expenses, damages, and liabilities, including attorney’s fees
129 arising out of, connected with or resulting from the use of a key box. Owner shall not, however, indemnify, or hold System Subscribers
130 harmless for claims arising out of the intentional or negligent acts of the Subscribers.

131 NOTE: Subscribers to the St. Louis Area Regional Key Box System could include but are not limited to Broker and their affiliated
132 licensees, appraisers, inspectors, lenders, surveyors, home stagers, etc. (“Subscribers”)

133 **SPECIAL AGREEMENTS** (none if left blank)

134 _____
135 _____
136 _____
137 _____
138 _____

139 **OWNER RESPONSIBILITY TO DISCLOSE**

140 Owner represents that, except as noted on the Seller’s Disclosure Statement or otherwise in writing:

- 141 1) Owner knows of no actual or proposed special subdivision or condominium assessments.
- 142 2) Owner knows of no structural or other material defects or material facts that adversely affect the value of the property.
- 143 3) All of the property’s mechanical elements and the appliances sold herewith are in proper working condition or will be restored to
144 proper working condition as of the date of closing. This representation shall not be construed to be a warranty of condition but shall
145 constitute the Owner’s opinion.
- 146 4) Owner will fully and promptly disclose in writing any new or material information pertaining to the property that is discovered at
147 any time prior to closing.

148 **OWNER AGREES**

- 149 1) To cooperate with Broker to facilitate the showing, marketing, and sale of the property.
- 150 2) Not to lease the property during this listing without Broker’s prior written approval.
- 151 3) To refer to the Broker any offer or inquiry regarding the property which may be received by the Owner during the Term of this
152 Contract.
- 153 4) To leave all utilities on through the day of closing in order to facilitate showings, inspections, and the buyer’s final walk-through
154 of the property unless otherwise agreed to or disclosed in writing.
- 155 5) To remove or secure and (if Owner desires) insure all property and valuables (including but not limited to firearms, money,
156 medicine, and jewelry) to assume the risk for any vandalism, theft, or damage of any kind.
- 157 6) To maintain the property in good repair through the date of closing.
- 158 7) To allow Broker to assist prospective buyers authorized by Broker to have access to the property at all reasonable times to show
159 the property to such prospects.
- 160 8) To promptly furnish the Broker with a copy of any available survey report.
- 161 9) To advise Broker if there is a likelihood that Owner’s net sale proceeds will be insufficient to pay off at closing, all loans secured
162 by the property plus liens and closing costs. If Owner is unable to bring additional monies to closing to pay off the remaining loan
163 balances in order to close, the Form #2175 (Short Sale Supplement to the Listing Contract) shall be attached.
- 164 ~~10)~~ To fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time
165 prior to closing.
- 166 10)

167 **OWNER AUTHORIZES BROKER AND THEIR AFFILIATED LICENSEES TO**

- 168 1) Use all reasonable and recognized professional practices including, but not limited to, association and cooperation with other
- 169 brokers, provided that such association and cooperation is subject to the other provisions in this form and is not limited or
- 170 conditioned to the retaining of or payment by Owner to a broker, and the right to submit the property to any Multiple Listing Service,
- 171 the Internet, and any other medium, and provide timely notice of status changes and to provide sales data information, including
- 172 the final sale price, to the MLS and its members;
- 173 2) Use the undersigned Owner’s name and property information for advertising and in trade papers in connection with this transaction;
- 174 3) Place a suitable sign on the property, if allowed by law;
- 175 4) Obtain, at Owner’s expense, any documentation or certification that may be required in order to comply with any applicable statutes
- 176 or local ordinances; and,
- 177 5) Initiate a title examination of the property on behalf of the Owner.

178 **OWNER ACKNOWLEDGES**

- 179 1) Having read the “Broker Assisting Buyer” section above, that Owner understands the provisions of that section and agrees that the
- 180 election made in that section is made solely by the Owner.
- 181 2) Having read the “Owner Concessions” section above, that Owner understands the provisions of that section and agrees that the
- 182 election made in that section is made solely by the Owner.
- 183 ~~1) Having read the “Cooperating Broker” compensation authorization by owner section on page 1 of this form, the Owner understands~~
- 184 ~~the provisions of that section and agrees that the election(s) made in that section are made solely by the Owner~~
- 185 ~~2)3) Having read the “Duties and Obligations of Limited Agency” and “Transaction Duties and Obligations” provisions outlined below;~~
- 186 ~~3)4) This agreement does not create an agency relationship, and the Broker is acting as a transaction broker; and,~~
- 187 ~~4)5) That under Chapter 429 of the Missouri Revised Statutes, if Owner has contracted with anyone for the provision of work, labor, or~~
- 188 ~~materials for the property, Owner may be required to post and record a “notice of intended sale” at least 45 days before the earliest~~
- 189 ~~date on which the Owner intends to close, in order to assure that the Owner can deliver clear title at closing; if work labor or~~
- 190 ~~materials have been provided, Owner should seek legal advice to comply with this law.~~

191 **PHOTOGRAPHS AND INTERNET ADVERTISING**

192 1. Owner agrees that Broker may photograph or otherwise electronically capture images of the exterior and, if authorized, interior of the

193 Property (“Images”) for static and/or virtual tours of the Property by buyers and others for use on Broker’s website, the MLS, and other

194 marketing materials and sites. Owner acknowledges that once Images are placed on the Internet, neither Broker nor Owner has control

195 over who can view such Images, what use viewers may make of the Images, or how long such Images may remain available on the

196 Internet. Owner further assigns any rights in all Images to the Broker and agrees that such Images are the property of Broker and that

197 Broker may use such Images for advertising, including post sale and for Broker’s business in the future.

198 **Owner Does OR Does Not (check one) authorize interior images.**

199 2. Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other

200 images of the property. Owner understands that Broker does not have the ability to control or block the taking and use of Images by any

201 such persons. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting

202 instruction in the MLS or take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic

203 display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make

204 of the Images.

205 **SURVEILLANCE/RECORDING**

206 Notice to Owner regarding recordings within the property

207 Owner has been advised to remove any items of a personal nature that Owner does not want to be photographed, recorded, or transmitted

208 (including but not limited to family photos, paperwork, and other personally identifiable information). Owner hereby releases and

209 indemnifies Broker and employees from any liability which may result from any recording or transmitting in the property.

210 In the event Owner has a recording system in the Owner’s property that records or transmits audio, Owner understands that recording

211 or transmitting the audio of prospective buyers may result in violation of state or federal wiretapping laws. Owner hereby releases and

212 indemnifies Broker, and employees from any liability which may result from any recording or transmitting in the property.

213 **SMART TECHNOLOGY PRIVACY CONCERNS**

214 If the property contains any smart technology, Owner should prioritize privacy and security by resetting and unlinking all devices,

215 including hubs, cameras, locks, and thermostats. Owner should also clear recorded data, change access codes, and uninstall associated

216 apps. Additionally, Owner should reset any Wi-Fi password (if applicable) to prevent lingering access. Owner should also delete

217 automation scenes and refer to user manuals for specific instructions to ensure a fresh start for new owners, safeguarding Owner’s

218 personal information and the security of the property. Owner hereby releases and indemnifies Broker, and employees from any liability

219 resulting from the existence or use of such systems before or after closing.

220 **NON-DISCRIMINATION**

221 The parties understand and agree that it is illegal for either of the parties to refuse to display or sell Owner's property to any person on
222 the basis of race, color, religion, sex, disability, familial status, national origin, ancestry, sexual orientation, or gender identity. The
223 parties agree to comply with all applicable federal, state, and local fair housing laws.

224 **REMEDIES**

225 If Owner breaches this Listing Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
226 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
227 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
228 paragraph shall survive the expiration or any earlier expiration of this Listing Contract.

229 **INDEMNIFICATION**

230 Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable
231 attorney's fees) arising from Seller's breach of this Contract, from any incorrect information or misrepresentation supplied by Owner or
232 from any material facts, including latent defects, that are known to Owner that Owner fails to disclose.

233 **MODIFICATION OF THIS CONTRACT**

234 No modification of any of the terms of this Contract shall be valid and binding upon the parties or entitled to enforcement unless such
235 modification has first been reduced to writing and signed by the parties.

236 **FRANCHISE DISCLOSURE**

237 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

238 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**

239 Owner represents that Owner Is OR Is Not (check one) a "foreign person" as described in the Foreign Investment in Real Property
240 Tax Act ("FIRPTA"), 26 USC §1445. A "foreign person" is a nonresident alien individual or foreign corporation that has not made an
241 election to be treated as a domestic corporation, foreign partnership, trust, or estate. It does not include a US citizen or resident alien
242 individual. If Owner is a foreign person as defined in FIRPTA, then (among other things) mandatory withholding of funds from the sale
243 proceeds may be required. Due to the complexity and potential risks of FIRPTA, Owner should seek legal and tax advice regarding
244 compliance, particularly if an exception is claimed to apply or to be relied upon.

245 **BROKER DISCLOSURE FORM**

246 Seller acknowledges receipt of the Broker Disclosure Form prescribed by the MREC (Missouri Real Estate Commission) by either a) on
247 or before the signing of this Transaction Brokerage Listing Contract, or b) upon the licensee obtaining any personal or financial
248 information, whichever occurs first.

249 **ELECTRONIC SIGNATURES**

250 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
251 Act as adopted by the state of Missouri.

252 Owner and Broker agree that either party may acknowledge amendments to this Contract by email communications from one of the
253 following email addresses. Authorization is not granted if no email address is provided.

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(Signature Lines Appear on the Following Page)

OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
_____	_____	_____	_____
Owner Printed Name		Owner Printed Name	
_____		_____	
Owner Current Address		Owner Current Address	
_____		_____	
Owner City, State, Zip		Owner City, State, Zip	
_____		_____	
Owner Email Address		Owner Email Address	
_____		_____	
Owner Phone		Owner Phone	
_____		_____	
BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
_____		_____	_____
		Authorized Agent Printed Name	

		Authorized Agent Email	

BROKER SIGNATURE	DATE	Broker Printed Name	
_____	_____	_____	
<i>(if required by company policy or the practice of Designated Agency)</i>			

277 **RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:**

278 **DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.720.1 and 339.755, RSMo.)**

- 279 1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or
280 fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
281 2. A transaction broker shall have the following duties and obligations:
282 (1) To perform the terms of any written or oral agreement made with any party to the transaction;
283 (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
284 (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is
285 subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement
286 entered with the party;
287 (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to
288 material matters about which the transaction broker knows but the specifics of which are beyond the
289 expertise of such broker;
290 (c) Accounting in a timely manner for all money and property received;
291 (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual
292 notice or knowledge;
293 (e) Assisting the parties in complying with the terms and conditions of any contract;
294 (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
295 3. The following information shall not be disclosed by a transaction broker without the informed consent of the party
296 or parties disclosing such information to the broker:
297 (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
298 (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
299 (3) What the motivating factors are for any party buying, selling or leasing the property;
300 (4) That a seller or buyer will agree to financing terms other than those offered;
301 (5) Any confidential information about the other party, unless disclosure of such information is required by law,
302 statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
303 4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts
304 for the parties.
305 5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
306 6. A transaction broker may do the following without breaching any obligation or responsibility:
307 (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
308 (2) List competing properties for sale or lease;
309 (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
310 (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same
311 or for different parties in other real estate transactions.
312 7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity
313 engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual
314 knowledge and information. There is no imputation of knowledge or information by operation of law between any
315 party and the transaction broker or between any party and any person within an entity engaged as the transaction
316 broker if the transaction broker is an entity.
317 8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or
318 subagency relationship.
319 9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent
320 whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
321 10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and
322 actions of a licensee operating under the broker's license.
323 11. A transaction broker shall:

- 324 (1) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all
325 rules and regulations promulgated pursuant to such sections; and
326 (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair
327 housing and civil rights statutes and regulations.
- 328 12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses
329 transaction broker status and wants to continue an agency relationship with both parties to the transaction, such
330 licensee shall have the right to become a designated agent or a dual agent as provided for in sections
331 339.730 to 339.860.
- 332 13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a
333 conversion to transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated
334 licensee to continue to represent the other client in the transaction or limit the licensee from representing the client
335 who refused the transaction brokerage representation in another transaction not involving transaction brokerage.

336 **DUTIES AND OBLIGATIONS OF LIMITED AGENCY (339.730 RSMo).**

- 337 1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following
338 duties and obligations:
- 339 (1) To perform the terms of the written agreement made with the client;
340 (2) To exercise reasonable skill and care for the client;
341 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
342 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek
343 additional offers to purchase the property while the property is subject to a contract for sale or to seek additional offers to lease
344 the property while the property is subject to a lease or letter of intent to lease;
345 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a
346 contract for sale or lease or a letter of intent to lease;
347 (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee;
348 and
349 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which
350 are beyond the expertise of the licensee;
351 (4) To account in a timely manner for all money and property received;
352 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations
353 promulgated pursuant to those sections; and
354 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil
355 rights statutes and regulations.
- 356 2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is
357 required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is
358 necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
359 professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required
360 or permitted disclosure.
- 361 3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any
362 customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes
363 no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to
364 independently verify the accuracy or completeness of any statement made by the client or any independent inspector.
- 365 4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list
366 competing properties for sale or lease without breaching any duty or obligation to the client.
- 367 5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and
368 compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with
369 the obligations and responsibilities set forth in subsections 1 to 4 of this section.

370 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

- 371 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
372 minimum, the following services:
- 373 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
374 property or the property the client or customer seeks to purchase or lease;
375 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
376 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
377 and

378 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

EDUCATION

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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REALTORS® and those issued a use license by St. Louis REALTORS®

Form # 2169 10/24

TRANSACTION BROKERAGE LISTING CONTRACT
(EXCLUSIVE RIGHT TO SELL)

1 (Note: Transaction Brokers may have limited duties and obligations to buyer or seller under Missouri state statute. Please refer to and
2 read Relevant Aspects of Missouri Real Estate Law as set forth following the parties' signatures below.)

3 _____, the owner of record (hereinafter referred to
4 as "Owner") in the municipality of _____ (if incorporated), County of _____,
5 Missouri, known as and numbered _____
6 _____ (legal description to govern), hereby appoints
7 Listing Brokerage _____ (hereinafter referred to as "Broker")
8 as sole and exclusive agent with the exclusive right to market and sell or exchange this property upon the below terms and conditions.
9 The term Broker shall refer to the transaction brokerage listing the property and any affiliated licensee throughout this agreement. Owner
10 represents that they have the legal right to make an absolute sale of this property.

11 **TERM**

12 This Contract begins on the Effective Date and ends at 11:59 p.m. on _____, together with any written extension
13 thereof ("Expiration Date"). The "Effective Date" shall be the date of final acceptance thereof, as indicated by the date adjacent to the
14 signature of the last party to sign this Contract or (specify if otherwise) _____.

15 **LISTING PRICE**

16 The listing price for this property shall be \$ _____ ("Listing Price").

17 **COMPENSATION FOR SERVICES**

18 **Note: The amount of compensation is not set by law. Compensation is set by each broker and is negotiable, subject to individual**
19 **broker policy.**

20 If, during the Term of this Brokerage Contract, Broker presents an offer to purchase the property from a ready, willing, and able buyer
21 at the Listing Price, or if Owner enters into a contract or receives an offer that results in a contract for the sale or exchange of the property
22 at any price and upon any terms to which Owner consents, Owner shall be obligated to pay compensation as follows:

23 **Listing Broker Compensation:** _____ (%) of the purchase price (\$0 if none stated), \$ _____ as a flat amount (\$0 if
24 none stated), **AND Other:** (describe) _____
25 _____ (N/A if left blank).

26 **Unrepresented Buyer.** In the event buyer is not represented by a broker, Listing Broker Compensation (check one)

- 27 shall remain the same as the amount listed under Listing Broker Compensation **OR**
- 28 shall be modified as follows _____% of the sales price, **AND** \$ _____.

29 **Additional Listing Broker Compensation.** Owner agrees to pay Broker additional compensation of \$ _____ (\$0 if none stated).
30 This additional compensation (check one) **Shall** **OR** **Shall Not** be credited against any other compensation owed by Owner to
31 Broker and shall be due and payable to Broker on (if applicable, check one):

- 32 the Effective Date of this Listing Contract, regardless of whether or not a ready, willing, and able buyer is procured, and which shall
33 be deemed earned upon receipt.
- 34 only if and on the same date that the other compensation above provided for is payable.

35 The compensation amount shall be determined by the total purchase or exchange price without reduction for any other charges (i.e.,
36 closing adjustments, points, liens, mortgages, compensation, etc.). Owner agrees that such compensation shall be paid if the property is
37 sold, exchanged, or otherwise transferred by Owner within _____ days (0 days if left blank) following the Term of this
38 Contract or any extensions thereof ("Protection Period") to anyone to whom the property was presented during the Term of this Contract,
39 provided Owner has received by the Expiration Date written notice of the names of said prospects, or the names of Broker and affiliated
40 licensees representing such prospects. No compensation is owed if Owner enters into a bona fide listing agreement with another licensed
41 real estate broker and Owner pays that broker compensation on that transaction.

42 Unless otherwise stated, all compensation owed under this agreement is to be paid at closing, which in the case of a sale on contract for
43 deed shall be at the time buyer and Owner execute the initial contract or agreement for deed.

44 **Broker Assisting Buyer.** Owner acknowledges that Broker is authorized to cooperate with other brokers and any affiliated licensees in
45 Broker's firm acting pursuant to any other brokerage relationship as defined by 339.710 to 339.860 RSMo, including but not limited to
46 buyer's agents, subagents, and/or transaction brokers ("Selling Broker"). In addition to the Listing Broker Compensation listed above,
47 Owner acknowledges buyer may request Owner to compensate some or all of Selling Broker's compensation. **Owner has no obligation**
48 **to pay Selling Broker's compensation. Selling Broker compensation is negotiable and will be determined by a ratified sale**
49 **contract between Owner and buyer.** Owner acknowledges that a Selling Broker may represent the interest of buyers only. (Check
50 one):

- 51 Owner authorizes Broker to disclose and market Owner's willingness to compensate Selling Broker.
52 Owner does not authorize Broker to disclose and market Owner's willingness to compensate Selling Broker
53 Owner authorizes escrow agent to pay the Selling Broker's compensation directly to Selling Broker at closing.

54 **Note: Owner acknowledges that sale contract offers and compensation agreement(s) may contain terms to compensate the**
55 **Broker assisting the buyer. Owner understands the provisions of this section and agrees that the election made in this section is**
56 **made solely by Owner.**

57 **Owner Concessions**

58 Owner concessions is a payment from Owner towards buyer's charges and closing costs (e.g., loan origination fees, discount points,
59 buy-down or subsidy fees, prepaids, Selling Broker's fees, or other charges, as allowed by lender(s)).

- 60 Owner authorizes Broker to disclose and market Owner's willingness to consider concessions.
61 Owner does not authorize Broker to disclose and market Owner's willingness to consider concessions.

62 **TRANSACTION BROKERAGE AS STARTING POINT**

63 Pursuant to this Listing Contract, Broker will initially be acting in the capacity of a transaction broker, with the duties and obligations
64 of a transaction broker under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that
65 from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to that buyer,
66 depending on what brokerage relationships are permitted by Broker's company policy. If the buyer will not consent to transaction
67 brokerage, Broker may need to act as an agent to allow a transaction with Owner to proceed. Under various circumstances, Missouri
68 law may permit or require a conversion of Broker's brokerage relationship with Owner to a different brokerage relationship. Any
69 conversion to a different brokerage relationship shall only be made upon Owner's written consent, as required by rule or regulation.

70 **DESIGNATED AGENT OF TRANSACTION BROKER**

71 If, as authorized by Missouri law, Broker policy authorizes its affiliated licensees to act as Designated Agent of the Broker,
72 _____ is appointed as Owner's Designated Agent. In the event
73 the Designated Agent is not available at any given time, any of the following agents affiliated with the Broker are hereby appointed to
74 represent Owner without further notice: *(If a Designated Agent is appointed, the Designated Broker must sign this listing agreement as*
75 *authorized agent.)* _____
76 _____

77 **PREVIOUS REPRESENTATION**

78 Owner understands that Broker may have previously represented a buyer who is interested in the property. During that representation,
79 Broker may have learned material information about the buyer that is considered confidential. Under the law, Broker may not disclose
80 any such confidential information to Owner.

81 **BUYERS REPRESENTATIVE**

82 Owner acknowledges that prospective buyers may elect to employ the services of a Designated Agent as their own broker. Owner also
83 acknowledges that from time to time, a prospective buyer may engage Broker to act in one of several possible capacities with respect to
84 that buyer, depending on what brokerage relationships are permitted by Broker's company policy.

85 **HOME WARRANTY**

86 Owner acknowledges the availability of home warranty protection plans and agrees to *(check one)*:

- 87 Offer a warranty plan
88 Not offer a warranty plan
89 Consider a warranty plan at a later date

90 **DISCLOSURE AUTHORIZATIONS**

91 Offers. Owner Does OR Does Not *(check one)* permit Broker to disclose the existence of offers on the property.

92 Terms. Owner Does OR Does Not *(check one)* permit Broker to disclose the terms of offers on the property; provided, however,
93 that Broker is permitted to disclose such terms as may be required by the MLS, applicable brokerage laws, or Broker's policy.

94 **BROKER ROLE**

95 Broker is not an expert in law, tax, financing, surveying, structural, mechanical conditions, hazardous materials, environmental risks,
96 engineering, or other specialized topics. Broker strongly encourages contacting the appropriate professional if questions or concerns
97 exist.

98 **PROPERTY ACCESS AND KEY BOX SYSTEM**

99 Owner Does OR Does Not (check one) permit Broker to place a key box on the property.
100 If authorized above, Owner permits Broker to place a key box on the property, a locked container that holds a key(s) to the property and
101 enables access to the property at reasonable times to facilitate the showing and sale or exchange of the property. In its sole discretion,
102 Broker may grant unaccompanied access to its affiliated licensees and other Subscribers of the St. Louis Area Regional Key Box System
103 ("System"). Owner shall, without limitation, indemnify and hold harmless Broker and Subscribers, the key box manufacturer, and the
104 key box distributor/service center against and from any actions, suits, costs, expenses, damages, and liabilities, including attorney's fees
105 arising out of, connected with or resulting from the use of a key box. Owner shall not, however, indemnify, or hold System Subscribers
106 harmless for claims arising out of the intentional or negligent acts of the Subscribers.

107 NOTE: Subscribers to the St. Louis Area Regional Key Box System could include but are not limited to Broker and their affiliated
108 licensees, appraisers, inspectors, lenders, surveyors, home stagers, etc. ("Subscribers")

109 **SPECIAL AGREEMENTS (none if left blank)**

110 _____
111 _____
112 _____
113 _____
114 _____

115 **OWNER RESPONSIBILITY TO DISCLOSE**

116 Owner represents that, except as noted on the Seller's Disclosure Statement or otherwise in writing:
117 1) Owner knows of no actual or proposed special subdivision or condominium assessments.
118 2) Owner knows of no structural or other material defects or material facts that adversely affect the value of the property.
119 3) All of the property's mechanical elements and the appliances sold herewith are in proper working condition or will be restored to
120 proper working condition as of the date of closing. This representation shall not be construed to be a warranty of condition but shall
121 constitute the Owner's opinion.
122 4) Owner will fully and promptly disclose in writing any new or material information pertaining to the property that is discovered at
123 any time prior to closing.

124 **OWNER AGREES**

- 125 1) To cooperate with Broker to facilitate the showing, marketing, and sale of the property.
- 126 2) Not to lease the property during this listing without Broker's prior written approval.
- 127 3) To refer to the Broker any offer or inquiry regarding the property which may be received by the Owner during the Term of this
128 Contract.
- 129 4) To leave all utilities on through the day of closing in order to facilitate showings, inspections, and the buyer's final walk-through
130 of the property unless otherwise agreed to or disclosed in writing.
- 131 5) To remove or secure and (if Owner desires) insure all property and valuables (including but not limited to firearms, money,
132 medicine, and jewelry) to assume the risk for any vandalism, theft, or damage of any kind.
- 133 6) To maintain the property in good repair through the date of closing.
- 134 7) To allow Broker to assist prospective buyers authorized by Broker to have access to the property at all reasonable times to show
135 the property to such prospects.
- 136 8) To promptly furnish the Broker with a copy of any available survey report.
- 137 9) To advise Broker if there is a likelihood that Owner's net sale proceeds will be insufficient to pay off at closing, all loans secured
138 by the property plus liens and closing costs. If Owner is unable to bring additional monies to closing to pay off the remaining loan
139 balances in order to close, the Form #2175 (Short Sale Supplement to the Listing Contract) shall be attached.
- 140 10) To fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any time
141 prior to closing.

142 **OWNER AUTHORIZES BROKER AND THEIR AFFILIATED LICENSEES TO**

- 143 1) Use all reasonable and recognized professional practices including, but not limited to, association and cooperation with other
144 brokers, provided that such association and cooperation is subject to the other provisions in this form and is not limited or
145 conditioned to the retaining of or payment by Owner to a broker, and the right to submit the property to any Multiple Listing Service,
146 the Internet, and any other medium, and provide timely notice of status changes and to provide sales data information, including
147 the final sale price, to the MLS and its members;
- 148 2) Use the undersigned Owner's name and property information for advertising and in trade papers in connection with this transaction;

- 149 3) Place a suitable sign on the property, if allowed by law;
150 4) Obtain, at Owner's expense, any documentation or certification that may be required in order to comply with any applicable statutes
151 or local ordinances; and,
152 5) Initiate a title examination of the property on behalf of the Owner.

153 **OWNER ACKNOWLEDGES**

- 154 1) Having read the "Broker Assisting Buyer" section above, that Owner understands the provisions of that section and agrees that the
155 election made in that section is made solely by the Owner.
156 2) Having read the "Owner Concessions" section above, that Owner understands the provisions of that section and agrees that the
157 election made in that section is made solely by the Owner.
158 3) Having read the "Duties and Obligations of Limited Agency" and "Transaction Duties and Obligations" provisions outlined below;
159 4) This agreement does not create an agency relationship, and the Broker is acting as a transaction broker; and,
160 5) That under Chapter 429 of the Missouri Revised Statutes, if Owner has contracted with anyone for the provision of work, labor, or
161 materials for the property, Owner may be required to post and record a "notice of intended sale" at least 45 days before the earliest
162 date on which the Owner intends to close, in order to assure that the Owner can deliver clear title at closing; if work labor or
163 materials have been provided, Owner should seek legal advice to comply with this law.

164 **PHOTOGRAPHS AND INTERNET ADVERTISING**

- 165 1. Owner agrees that Broker may photograph or otherwise electronically capture images of the exterior and, if authorized, interior of the
166 Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other
167 marketing materials and sites. Owner acknowledges that once Images are placed on the Internet, neither Broker nor Owner has control
168 over who can view such Images, what use viewers may make of the Images, or how long such Images may remain available on the
169 Internet. Owner further assigns any rights in all Images to the Broker and agrees that such Images are the property of Broker and that
170 Broker may use such Images for advertising, including post sale and for Broker's business in the future.
171 **Owner Does OR Does Not (check one) authorize interior images.**
172 2. Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other
173 images of the property. Owner understands that Broker does not have the ability to control or block the taking and use of Images by any
174 such persons. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting
175 instruction in the MLS or take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic
176 display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make
177 of the Images.

178 **SURVEILLANCE/RECORDING**

- 179 Notice to Owner regarding recordings within the property
- 180 Owner has been advised to remove any items of a personal nature that Owner does not want to be photographed, recorded, or transmitted
181 (including but not limited to family photos, paperwork, and other personally identifiable information). Owner hereby releases and
182 indemnifies Broker and employees from any liability which may result from any recording or transmitting in the property.
- 183 In the event Owner has a recording system in the Owner's property that records or transmits audio, Owner understands that recording
184 or transmitting the audio of prospective buyers may result in violation of state or federal wiretapping laws. Owner hereby releases and
185 indemnifies Broker, and employees from any liability which may result from any recording or transmitting in the property.

186 **SMART TECHNOLOGY PRIVACY CONCERNS**

187 If the property contains any smart technology, Owner should prioritize privacy and security by resetting and unlinking all devices,
188 including hubs, cameras, locks, and thermostats. Owner should also clear recorded data, change access codes, and uninstall associated
189 apps. Additionally, Owner should reset any Wi-Fi password (if applicable) to prevent lingering access. Owner should also delete
190 automation scenes, and refer to user manuals for specific instructions to ensure a fresh start for new owners, safeguarding Owner's
191 personal information and the security of the property. Owner hereby releases and indemnifies Broker, and employees from any liability
192 resulting from the existence or use of such systems before or after closing.

193 **NON-DISCRIMINATION**

194 The parties understand and agree that it is illegal for either of the parties to refuse to display or sell Owner's property to any person on
195 the basis of race, color, religion, sex, disability, familial status, national origin, ancestry, sexual orientation, or gender identity. The
196 parties agree to comply with all applicable federal, state, and local fair housing laws.

197 **REMEDIES**

198 If Owner breaches this Listing Contract or it becomes necessary for Broker to retain an attorney to enforce any of the terms hereof, then
199 without limiting any other right or remedy hereunder or otherwise available at law or inequity, Broker shall be entitled to recover all
200 costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this
201 paragraph shall survive the expiration or any earlier expiration of this Listing Contract.

202 **INDEMNIFICATION**

203 Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable
204 attorney’s fees) arising from Seller’s breach of this Contract, from any incorrect information or misrepresentation supplied by Owner or
205 from any material facts, including latent defects, that are known to Owner that Owner fails to disclose.

206 **MODIFICATION OF THIS CONTRACT**

207 No modification of any of the terms of this Contract shall be valid and binding upon the parties or entitled to enforcement unless such
208 modification has first been reduced to writing and signed by the parties.

209 **FRANCHISE DISCLOSURE**

210 If Broker is a member of a franchise, the franchisor is not responsible for the acts of said Broker.

211 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).**

212 Owner represents that Owner Is OR Is Not (check one) a “foreign person” as described in the Foreign Investment in Real Property
213 Tax Act (“FIRPTA”), 26 USC §1445. A “foreign person” is a nonresident alien individual or foreign corporation that has not made an
214 election to be treated as a domestic corporation, foreign partnership, trust, or estate. It does not include a US citizen or resident alien
215 individual. If Owner is a foreign person as defined in FIRPTA, then (among other things) mandatory withholding of funds from the sale
216 proceeds may be required. Due to the complexity and potential risks of FIRPTA, Owner should seek legal and tax advice regarding
217 compliance, particularly if an exception is claimed to apply or to be relied upon.

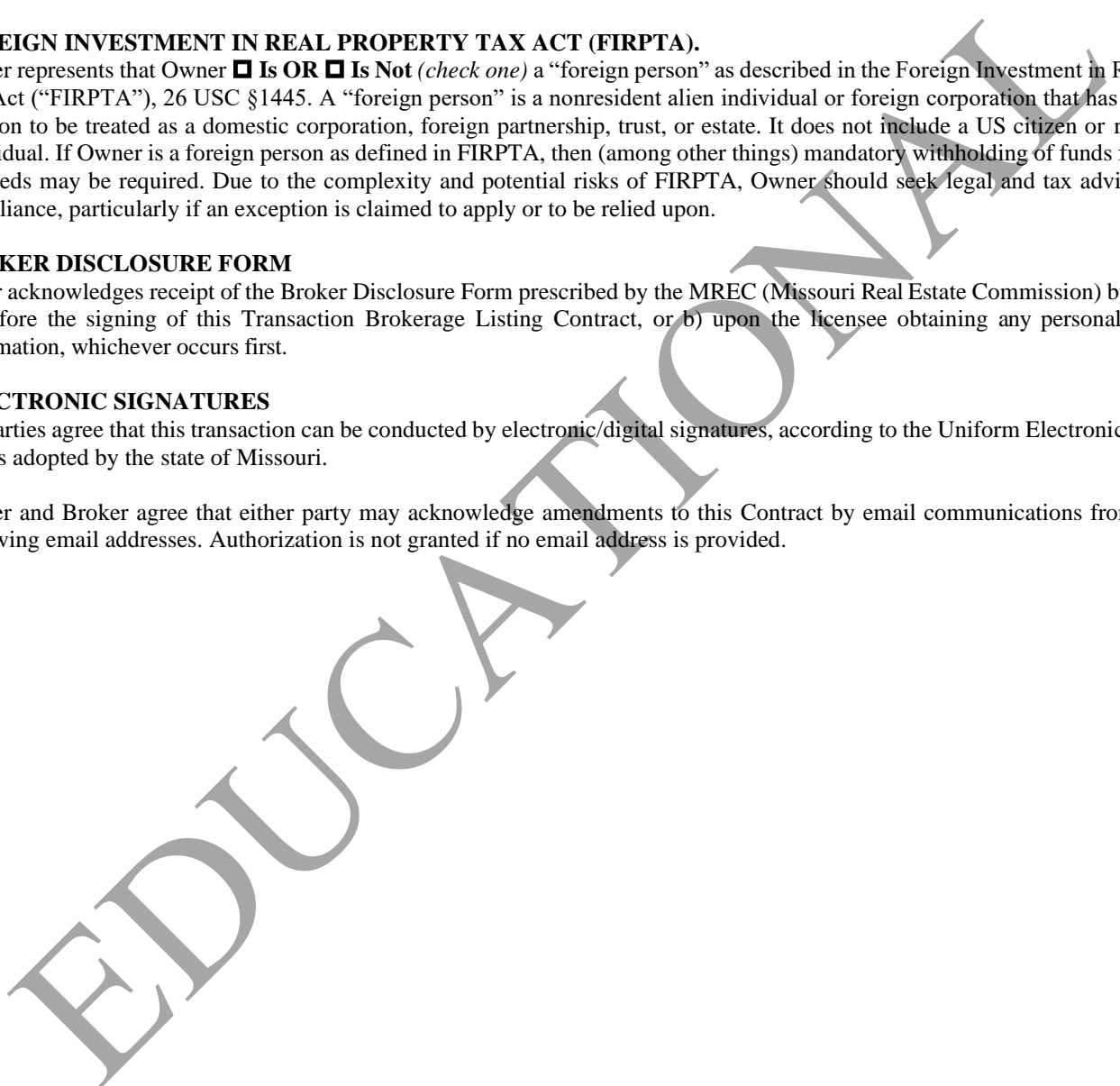
218 **BROKER DISCLOSURE FORM**

219 Seller acknowledges receipt of the Broker Disclosure Form prescribed by the MREC (Missouri Real Estate Commission) by either a) on
220 or before the signing of this Transaction Brokerage Listing Contract, or b) upon the licensee obtaining any personal or financial
221 information, whichever occurs first.

222 **ELECTRONIC SIGNATURES**

223 All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic Transaction
224 Act as adopted by the state of Missouri.

225 Owner and Broker agree that either party may acknowledge amendments to this Contract by email communications from one of the
226 following email addresses. Authorization is not granted if no email address is provided.



227 (Signature Lines Appear on the Following Page)

Initials of Seller to acknowledge they have read this page _____/_____

9/19/24

Not for use before 10/15/24

228	_____	_____	_____	_____
229	OWNER SIGNATURE	DATE	OWNER SIGNATURE	DATE
230	_____	_____	_____	_____
231	Owner Printed Name		Owner Printed Name	
232	_____	_____	_____	_____
233	Owner Current Address		Owner Current Address	
234	_____	_____	_____	_____
235	Owner City, State, Zip		Owner City, State, Zip	
236	_____	_____	_____	_____
237	Owner Email Address		Owner Email Address	
238	_____	_____	_____	_____
239	Owner Phone		Owner Phone	
240	_____	_____	_____	_____
241	BROKER (Company)		AUTHORIZED AGENT SIGNATURE	DATE
242			_____	
243			Authorized Agent Printed Name	
244			_____	
245			Authorized Agent Email	
246	_____	_____	_____	_____
247	BROKER SIGNATURE	DATE	Broker Printed Name	
248	<i>(if required by company policy or the practice of Designated Agency)</i>			

EDUCATION

RELEVANT ASPECTS OF MISSOURI REAL ESTATE LAW ARE REFERENCED BELOW:

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DUTIES AND OBLIGATIONS OF TRANSACTION BROKER (as required by 339.720.1 and 339.755, RSMo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
2. A transaction broker shall have the following duties and obligations:
 - (1) To perform the terms of any written or oral agreement made with any party to the transaction;
 - (2) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
 - (a) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;
 - (b) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;
 - (c) Accounting in a timely manner for all money and property received;
 - (d) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;
 - (e) Assisting the parties in complying with the terms and conditions of any contract;
 - (f) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker:
 - (1) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
 - (2) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
 - (3) What the motivating factors are for any party buying, selling or leasing the property;
 - (4) That a seller or buyer will agree to financing terms other than those offered;
 - (5) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
6. A transaction broker may do the following without breaching any obligation or responsibility:
 - (1) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
 - (2) List competing properties for sale or lease;
 - (3) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
 - (4) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.
7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.
9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.
11. A transaction broker shall:
 - (1) Comply with all applicable requirements of sections [339.710 to 339.860](#), subsection 2 of section [339.010](#) and all rules and regulations promulgated pursuant to such sections; and
 - (2) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.
12. If any licensee who represents another party to the same transaction either solely or through affiliate licensees refuses transaction broker status and wants to continue an agency relationship with both parties to the transaction, such licensee shall have the right to become a designated agent or a dual agent as provided for in sections [339.730 to 339.860](#).
13. In any transaction a licensee may without liability withdraw from representing a client who has not consented to a conversion to transaction brokerage. Such withdrawal shall not prejudice the ability of the licensee or affiliated licensee to continue to represent the other client in the transaction or limit the licensee from representing the client who refused the transaction brokerage representation in another transaction not involving transaction brokerage.

DUTIES AND OBLIGATIONS OF LIMITED AGENCY (339.730 RSMo).

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:
 - (1) To perform the terms of the written agreement made with the client;

- 306 (2) To exercise reasonable skill and care for the client;
307 (3) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
308 (a) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional
309 offers to purchase the property while the property is subject to a contract for sale or to seek additional offers to lease the
310 property while the property is subject to a lease or letter of intent to lease;
311 (b) Presenting all written offers to and from the client in a timely manner regardless of whether the property is subject to a
312 contract for sale or lease or a letter of intent to lease;
313 (c) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee;
314 and
315 (d) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which
316 are beyond the expertise of the licensee;
317 (4) To account in a timely manner for all money and property received;
318 (5) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations
319 promulgated pursuant to those sections; and
320 (6) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil
321 rights statutes and regulations.

322 2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is
323 required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is
324 necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
325 professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required
326 or permitted disclosure.

327 3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any
328 customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes
329 no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to
330 independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

331 4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list
332 competing properties for sale or lease without breaching any duty or obligation to the client.

333 5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and
334 compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with
335 the obligations and responsibilities set forth in subsections 1 to 4 of this section.

336 **MINIMUM BROKERAGE SERVICES (as required by 339.780.7 RSMo).**

337 Pursuant to Missouri Law, Broker, through its designated broker and/or through one or more affiliated licensees, shall provide, at a
338 minimum, the following services:

- 339 1. Accepting delivery of and presenting to the client or customer offers and counteroffers to buy, sell, or lease the client's or customer's
340 property or the property the client or customer seeks to purchase or lease;
341 2. Assisting the client or customer in developing, communicating, negotiating and presenting offers, counteroffers and notices that
342 relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived;
343 and
344 3. Answering the client's or customer's questions relating to the offers, counteroffers, notices, and contingencies.

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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Form #2109 10/24

BROKER COMPENSATION RIDER

1 **Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject**
2 **to individual broker policy.**

3
4 **If the terms of this Rider are not accepted as written or need to be revised, parties should sign a new Broker Compensation**
5 **Rider attached to a Counteroffer or Amendment as appropriate.**

6 PROPERTY: _____

7 BY AND BETWEEN: the undersigned Buyer(s) ~~and the undersigned Seller(s) and Selling Broker.~~

8 By receipt and review, Sellers authorizes and agrees to pay -compensation on this transaction to the Selling Broker in the amount of
9 (check all that apply):

10 \$ _____

11 AND _____ % of the Ppurchase price ~~(\$0 if none stated).~~

12 ~~If the amount of this compensation paid by Seller to Selling Broker is more than what Seller previously authorized in their listing contract~~
13 ~~with Listing Broker, Seller acknowledges that this increase was disclosed by the Listing Broker and Seller authorizes this compensation~~
14 ~~to supersede that previous amount of compensation to the Selling Broker.~~ Seller authorizes the closing agent to directly disburse this
15 compensation to Selling Broker at Closing. This is in addition to any credit from Seller to Buyer at Closing.

16 Selling Broker and Buyer acknowledge that the total compensation received by Selling Broker for representing Buyer in the purchase
17 of this property, including any compensation paid from Seller to Selling Broker, does not exceed the amount authorized in writing
18 between Selling Broker and Buyer.

19 Other terms between Brokers:
20 _____
21 _____

22 The total sale/lease price shall be determined as follows: 1) in the case of a sale (including contract for deed or exchange), it shall be
23 the total sale price and other consideration received by Owner (including, but not limited to, cash, Seller loans to Buyer and other real
24 or personal property received) for the property, without reduction for Closing adjustments, points or other charges; 2) in the case of a
25 lease, it shall be the total lease payments due to the Owner by the tenant during the term of the lease, without adjustments for utilities,
26 taxes and other charges which may be imposed on the tenant. If Owner executes a lease with an option contract or a lease/purchase
27 contract, the lease compensation shall be due when the lease is executed, and the sale compensation (less any lease compensation already
28 paid) shall be due when the title is conveyed to Buyer.

29 Seller and Buyer acknowledge and understand the Brokers involved in this transaction are acting pursuant to separate brokerage service
30 agreements entered into with Buyer and Seller and any payment of compensation from Seller to Selling Broker shall not create any
31 additional obligations, duties or relationships with or between any other party.

32 Seller and Buyer, by signing below, acknowledge that the compensation amounts authorized herein are the product of free and knowing
33 negotiations.

34 _____
35 SELLBUYER SIGNATURE DATE BUYSELLER SIGNATURE
36 DATE

37 _____
38 Seller-Buyer Printed Name BuySeller Printed Name

39 _____
40 SELLER-BUYER SIGNATURE DATE BUYSELLER SIGNATURE
41 DATE

42 _____
43 Seller-Buyer Printed Name BuySeller Printed Name

44 Listing Broker: _____ Selling Broker: _____
45 (Company Name) (Company Name)
46 By (Signature): _____ By (Signature): _____
47 _____ DATE _____ DATE
48 Printed Name: _____ Printed Name: _____

EDUCATIONAL

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgment of all parties.

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and those issued a use license by St. Louis REALTORS®

Form #2109 10/24

BROKER COMPENSATION RIDER

1 **Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject**
2 **to individual broker policy.**

3 **If the terms of this Rider are not accepted as written or need to be revised, parties should sign a new Broker Compensation**
4 **Rider attached to a Counteroffer or Amendment as appropriate.**

5 PROPERTY: _____

6 BY AND BETWEEN: the undersigned Buyer, Seller and Selling Broker.

7 By receipt and review, Seller authorizes and agrees to pay compensation on this transaction to the Selling Broker in the amount of (check
8 all that apply):

9 \$ _____

10 _____ % of the purchase price

11 Seller authorizes the closing agent to directly disburse this compensation to Selling Broker at Closing. This is in addition to any credit
12 from Seller to Buyer at Closing.

13 Selling Broker and Buyer acknowledge that the total compensation received by Selling Broker for representing Buyer in the purchase
14 of this property, including any compensation paid from Seller to Selling Broker, does not exceed the amount authorized in writing
15 between Selling Broker and Buyer.

16 The total sale/lease price shall be determined as follows: 1) in the case of a sale (including contract for deed or exchange), it shall be
17 the total sale price and other consideration received by Owner (including, but not limited to, cash, Seller loans to Buyer and other real
18 or personal property received) for the property, without reduction for Closing adjustments, points or other charges; 2) in the case of a
19 lease, it shall be the total lease payments due to the Owner by the tenant during the term of the lease, without adjustments for utilities,
20 taxes and other charges which may be imposed on the tenant. If Owner executes a lease with an option contract or a lease/purchase
21 contract, the lease compensation shall be due when the lease is executed, and the sale compensation (less any lease compensation already
22 paid) shall be due when the title is conveyed to Buyer.

23 Seller and Buyer acknowledge and understand the Brokers involved in this transaction are acting pursuant to separate brokerage service
24 agreements entered into with Buyer and Seller and any payment of compensation from Seller to Selling Broker shall not create any
25 additional obligations, duties or relationships with or between any other party.

26 Seller and Buyer, by signing below, acknowledge that the compensation amounts authorized herein are the product of free and knowing
27 negotiations.

28 _____
29 BUYER SIGNATURE DATE SELLER SIGNATURE DATE

30 _____
31 Buyer Printed Name Seller Printed Name

32 _____
33 BUYER SIGNATURE DATE SELLER SIGNATURE DATE

34 _____
35 Buyer Printed Name Seller Printed Name

36 Selling Broker: _____
37 (Company Name)

38 By (Signature): _____
39 DATE

40 Printed Name: _____



Contracts and Forms

Valid Form Guide – October 15, 2024

UPDATED October 15, 2024

FORM#	FORM NAME	FORM DATE & STATUS	COMPARISON CHART
2039	Protect Your Family LBP Brochure	03/21 Valid	03/21 vs. 07/18
2043	Special Sale Contract	10/15/24 Valid Version dated 07/24 will expire on October 15, 2024	10/15/24 vs. 07/24
2045	Notification Regarding Contingency for Sale & Closing of Buyer's Property	01/20 Valid (online only)	01/20 vs. 08/03
2046	Appraisal Rider	01/23 Valid	01/23 vs. 01/20
2047	Listing Contract (Limited Agency)	10/15/24 Valid Version dated 07/24 will expire on October 15, 2024	10/15/24 vs. 07/24
2047a	Transaction Brokerage Addendum to Listing Contract	07/24 Valid Version dated 01/20 will expire on July 23, 2024	07/24 vs. 01/20
2047b	Lease Addendum to the Listing Contract	Withdrawn as of July 1, 2024	N/A
2048	Residential Rental Listing Contract	07/24 Valid Version dated 07/24 will expire on October 15, 2024	10/15/24
2049	Disclosure of Information and Acknowledgement of Lead Based Paint &/or Lead Based Paint Hazards	07/24 Valid Version 01/20 will expire on December 31, 2024	07/24 vs. 01/20
2050	Listing Contract Settlement Disclosure	NEW 07/24	07/24
2059	Condominiums, Villas or Similar Lifestyle Communities	01/20 Valid	01/20 vs. 03/07
2060	Inspections Contingency Brochure	01/20 Valid (online only)	01/20 vs. 07/13
2062	Title & Survey Contingency Explanation Brochure	01/20 Valid (online only)	01/20 vs. 01/14



FORM#	FORM NAME	FORM DATE & STATUS	COMPARISON CHART
2083	An Overview of the Home Buying & Selling Process Brochure	01/20 Valid (online only)	01/20 vs. 07/13
2085	Lockbox Authorization & Tenant Privacy Release (Formerly Lockbox Authorization)	07/24 Valid (online only) Version dated 01/21 will expire on July 23, 2024	07/24 vs. 01/21
2089	Amendment to The Sale Contract	10/15/24 Valid Version dated 07/24 will expire on October 15, 2024	10/15/24 vs. 07/24
2090	Residential Sale Contract	10/15/24 Valid Version dated 07/24 will expire on October 15, 2024	10/15/24 vs. 07/24
2091	Seller's Disclosure Statement	01/20 Valid	01/20 vs. 01/19
2091a	Seller's Disclosure Statement Addendum	01/20 Valid	01/20 vs. 06/07
2092	Contingency For Sale and Closing Of Buyer's Property	01/20 Valid	01/20 vs. 01/19
2092a	Contingency For Closing Of Buyer's Property	01/20 Valid	01/20 vs. 09/15
2094	Possession by Buyer Prior to Closing	01/20 Valid	01/20 vs. 11/08
2095	Possession by Seller After Closing	01/20 Valid	01/20 vs. 11/08
2096	Rental Property Rider	01/20 Valid (online only)	01/20 vs. 01/17
2096a	Rental Property Verification	01/20 Valid (online only)	01/20 vs. 01/14
2096b	Notice to Tenants	01/20 Valid (online only)	01/20 vs. 01/14
2098	Deposit Addendum	01/20 Valid	01/20 vs. 05/04
2099	Limited Purpose Entry by Buyer Prior to Closing	01/20 Valid (online only)	01/20 vs. 05/99
2105	Contingency on Buyer's Assumption of Existing Note & Deed of Trust	01/24 Valid (online only)	01/24 vs. 01/20



FORM#	FORM NAME	FORM DATE & STATUS	COMPARISON CHART
2107	Commission Agreement	07/24 Valid Version dated 01/20 will expire on July 23, 2024	07/24 vs. 01/20
2108	Cooperative Compensation Disclosure	07/24 Will be withdrawn as of 10/15/24	WITHDRAWN
2109	Broker Compensation Rider	10/15/24 NEW	10/15/24
2118	Residential Lease	07/23 Valid	07/23 vs. 01/20
2118a	Amendment to Residential Lease	01/20 Valid (online only)	01/20 vs. 01/15
2119	Pre-1978 Housing Rental and Leases Disclosure of Information Lead Based Paint and/or Lead Based Paint Hazards	07/24 Valid Version dated 01/20 will expire on December 31, 2024	07/24 vs. 01/20
2120	Back-Up Contract Rider	01/21 Valid	01/21 vs. 01/20
2120A	**NEW FORM - Back-Up Contract Notice	01/21 Valid	NEW FORM NO COMPARISON
2124	Buyer's Non-Exclusive Agency Contract	10/15/24 Valid Version dated 07/24 will expire on October 15, 2024	10/15/24 vs. 07/24
2125	Buyers/Exclusive Agency Contract	10/15/24 Valid Version dated 07/24 will expire on October 15, 2024	10/15/24 vs. 07/24
212(4)(5)(7)(8)a	Buyer's Agreement Amendment	07/24 Valid Version 2125a dated 01/20 will expire on July 23, 2024	07/24 vs. 01/20
2126	Condominium Supplement to Listing contract	01/20 Valid	01/20 vs. 07/12
2127	Buyer's Exclusive Transaction Brokerage Contract	10/15/24 Valid Version dated 07/24 will expire on October 15, 2024	10/15/24 vs. 07/24
2128	Buyer's Non-Exclusive Transaction Brokerage Contract	10/15/24 Valid Version dated 07/24 will expire on October 15, 2024	10/15/24 vs. 07/24



FORM#	FORM NAME	FORM DATE & STATUS	COMPARISON CHART
2129	Inspection Notice	01/23 Valid	01/23 vs. 01/20
2135fha	FHA Loan Provision Rider	01/20 Valid	01/20 vs. 09/15
2135va	VA Loan Provision Rider	01/23 Valid	01/23 vs. 01/20
2136	Escrow Agreement	01/20 Valid	01/20 vs. 01/05
2140	Title And Survey Work Order Form	01/20 Valid	01/20 vs. 01/14
2141	Condominium Resale Certificate	01/20 Valid	01/20 vs. 08/99
2141a	Villas Or Similar Lifestyle Communities Resale Information	01/20 Valid	01/20 vs. 07/16
2142	Authorization to Show, Buyers Agent	07/24 Valid Version dated 04/21 will expire on July 23, 2024	07/24 vs. 04/21
2142tb	Authorization To Show, Transaction Brokerage	07/24 Valid Version dated 04/21 will expire on July 23, 2024	07/24 vs. 04/21
2143	Review of Indentures/Restrictive Covenants Rider	01/20 Valid	01/20 vs. 10/04
2150	Missouri Broker Disclosure Form	11/08 Valid	
2158	Mutual Release	01/20 Valid	01/20 vs. 01/19
2159	Buyer/Tenant Acknowledgment	01/20 Valid (online only)	01/20 vs. 09/99
2161	Relationship Disclosure Addendum To Residential Lease	01/20 Valid	01/20 vs. 01/18
2162	Relationship Disclosure Addendum to Purchase Agreement	01/20 Valid	01/20 vs. 01/18
2164	Sale Contract Counteroffer	01/20 Valid	01/20 vs. 07/12
2165	Septic/Well Addendum To Seller's Disclosure Statement	01/20 Valid	01/20 vs. 12/09
2167	Title and Survey Notice	01/20 Valid	01/20 vs. 06/10
2168	Listing Contract Amendment	01/20 Valid	01/20 vs. 07/12
2169	Transaction Brokerage Listing Contract	10/15/24 Valid Version dated 07/24 will expire on October 15, 2024	10/15/24 vs. 07/24



FORM#	FORM NAME	FORM DATE & STATUS	COMPARISON CHART
2175	Short Sale Supplement to the Listing Contract	01/20 Valid (online only)	01/20 vs. 02/08
2176	Short Sale Rider to the Sale Contract	01/20 Valid (online only)	01/20 vs. 05/08
2177	Authorization to Release Information	01/20 Valid (online only)	01/20 vs. 02/08
2180	Pool/Spa/Pond/Lake Addendum To Seller's Disclosure Statement	01/20 Valid (online only)	01/20 vs. 07/13
2181	Final Walk-Through Notice	01/20 Valid (online only)	01/20 vs. 01/13
2182a	Seller's Inspection Authorization	01/20 Valid (online only)	01/20 vs. 07/13
2182b	Buyer's Inspection Authorization	01/20 Valid (online only)	01/20 vs. 07/13
2184	Special Sale Inspection Rider	01/20 Valid (online only)	01/20 vs. 07/13
2185a	Mechanic Lien Risk and Forms	01/20 Valid	01/20
2185b	Notice of Intended Sale (NOIS)	Valid	NO VERSION #

Valid Forms: Forms that are currently approved for use as part of the standard form library of the St. Louis REALTORS®.

Withdrawn Forms: A dated version of a form that is no longer approved for use and has been removed from the standard form library of the St. Louis REALTORS®. Use of withdrawn forms is in violation of the copyright; it is a violation of the Missouri law to use forms for which the approval has been withdrawn, and the St. Louis Association will not defend the use of withdrawn forms. Generally, E&O insurance policies require the use of approved forms.

NOTE: Form #2108 – Cooperative Compensation Disclosure will be withdrawn as of October 15, 2024.